

Contract No.:



U S DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

EASTERN FEDERAL LANDS HIGHWAY DIVISION

**PROJECT PRA-BLRI 2E15
BLUE RIDGE PARKWAY
PMIS NO. 82566**

SOLICITATION

IFB NO. DTFH71-08-B-00027

**This Contract Cites
Standard Specifications FP- 03
U.S. Customary Units**

**CONTRACTOR:
ADDRESS:**

STATE: North Carolina

COUNTY: Wilkes

PARK / REFUGE / NF: Blue Ridge Parkway

ROADWAYS:	STATIONS	FEET
Blue Ridge Parkway	1+00 to 7+00	600

PROJECT LENGTH TOTAL: 600 ft

TYPE OF IMPROVEMENT:

Slope stabilization and road repair

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***BOLD FACED ITEMS ARE TO BE INCLUDED WITH THE BID SUBMITTAL PACKAGE**

NOTICE TO BIDDERS

CONTRACT FORMAT:

Bidders should note that the format of this contract is in accordance with Federal Acquisition Regulations (FAR), promulgated by the General Services Administration (GSA), effective April 1, 1984, including all applicable revisions. Applicable FAR provisions and clauses are incorporated in this contract by reference or full text as indicated in the INDEX before the D-page in this booklet. FAR provisions and clauses incorporated by reference can be accessed on the Internet on the GSA website at www.arnet.gov/far/. Bidders are encouraged to review the documents thoroughly before bidding.

PROPOSAL BOOKLET AND OFFER SUBMITTAL:

It is the responsibility of the Bidder to verify that this proposal is complete as listed in the Table of Contents. The Bidder is responsible for submitting all required forms and documents with the offer. Offerors should use the Checklist for Bid Submittal included in this booklet to check that their bids are complete. **New Questionnaire Form on Calendar Days with required signature.**

CONSTRUCTION CONTRACTS:

As stated in FAR Clause 52.236-1, the **Contractor shall perform on the site, and with its own organization, work equivalent to at least 50%.** Additional guidance is given in FAR Subpart 35.005 where the majority of the project work is complex and specialized such as restoration work, bridge painting, and proprietary construction techniques (i.e. proprietary Cintec arch strengthening.) There are exceptions and they will be reviewed on a case-by-case basis.

HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA:

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data, the apparent low Offeror must submit prior to award a Material Safety Data Sheet (MSDS's) for all hazardous materials that the Offeror identifies in paragraph (b) of this clause in the D-pages of this booklet. Failure to submit MSDS's may render the Offeror ineligible for award of contract. The apparent low Offeror should submit their MSDS's within two weeks after bid opening.

ATTENTION LARGE BUSINESSES - UTILIZATION OF SMALL BUSINESS CONCERNS:

Large business Offerors should note their responsibilities in the awarding of subcontracts in accordance with FAR Clause 52.219-8, Utilization of Small Business Concerns. The offeror, if a large business concern, should note its responsibility to establish and conduct a Subcontracting Plan in accordance with FAR Clause 52.219-9, Alternate I, Small Business Subcontracting Plan. If the apparent Low Offeror is a LARGE BUSINESS it will be required to submit a Subcontracting Plan within 2 weeks of receipt of request from the Contracting Officer. If the apparent low offeror fails to submit a subcontracting plan acceptable to the Contracting Officer within the allowable time, the offeror may be ineligible for award of the contract. PLEASE NOTE: A sample plan is included in this solicitation package as a separate document for your use.

FINANCING ASSISTANCE: Minority, Women-owned, and Disadvantaged Business Enterprises (DBE's). The Department of Transportation (DOT) offers working capital financing assistance for transportation related contracts. DOT's Short-Term Lending Program (STLP) offers lines of credit to finance accounts receivable. Maximum line of credit is \$750,000 with interest at the prime rate. For further information, call (800) 532-1169. Internet address: <http://osdbuweb.dot.gov>.

INTERNET BASED DATA BASES - REQUIRED INPUT: According to the FAR Subpart 4.1102 contractors **MUST** be registered in Central Contractor Registration (CCR) **prior** to the award of any contract. Access the following web site to register: www.ccr.gov

According to the FAR Subpart 4.1201 contractors **MUST** complete their Online Annual

Representations and Certifications Application (ORCA) **prior** to the closing date of the bid on line at <http://orca.bpn.gov/>.

According to the FAR Subpart 22.1302 (b) contractors and sub-contractors **MUST** complete the required Annual Vets-100 Form in order to be eligible for a contract award. It can be completed on-line at <https://vets100.vets.dol.gov/>.

NOTICE TO BIDDERS - (CONT'D.)

This should be completed before submitting a bid package.

PAYMENT:

Offerors are advised to review the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP), subsection 109.05, concerning **direct** and **indirect** payment included under a pay item in the bid schedule.

PROGRESS PAYMENTS:

ALL payments will be made via Electronic Funds Transfer (EFT) as such; the payment information in the CCR must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment under DOT contracts. Contractors must input and maintain (update as necessary) their EFT information in the CCR database. Offerors are advised that under FAR Clause 52.232-5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in the FP, "Section 151 - MOBILIZATION", payments for performance and payment bond premiums shall be included in mobilization.

WELFARE-TO-WORK INITIATIVE:

The President's Welfare Reform Bill was initiated to assist welfare recipients and hopefully aid welfare recipients to find gainful employment. In support of this bill, Contractors are encouraged to hire welfare recipients whenever possible and to use welfare recipients in performance of duties on Government contracts.

INCREASING SEAT BELT USE IN THE UNITED STATES:

The President's Executive Order 13043 dated April 16, 1997, was issued to increase the use of seat belts in the United States. In support of this Order, contractors and subcontractors are encouraged to adopt and enforce on-the-job seat belt policies for their employees when operating company-owned, rented, or personally owned vehicles.

OBTAINING BID DOCUMENTS:

Bid documents **will not be** mailed. All bid documents are available for direct download from the Federal Business Opportunities (FBO) website:

<https://www.fbo.gov/index?s=opportunity&mode=list&tab=list&cck=1&au=&ck=>

Type DTFH71 in Keywords/Sol. # Block then click on GO, or the Eastern Federal Lands Highway Division website: <http://www.efl.fhwa.dot.gov/contracting/Documents.aspx>

Contractors are encouraged to register on the FBO website (for this specific project) in order to receive Email Notifications automatically when a document is added or updated for this specific project. All questions about this construction project must be emailed to the following address:

eflhd.contracts@fhwa.dot.gov.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MONITORING THE WEB PAGES NOTED ABOVE FOR ALL CHANGES TO THE SOLICITATION AND ACTING ON SAID CHANGES.

PLEASE NOTE: for security reasons, individuals requiring access to all government buildings must present a valid photo ID and be escorted to their destination by a Government employee. All visitors attending bid openings are urged to arrive at least 1 hour prior to schedule bid opening. All visitors must register with the receptionist in Room 100. A Government employee will collect all bids. Prior to bid opening, a Government employee will escort all bidders to the bid opening. Unescorted visitors will be denied entry and no exceptions will be made.

CHECKLIST FOR BID SUBMISSION

The following is a checklist of items included in the proposal/bid package that are required to be completed and returned (or filled in on-line) to the address in Block 8 of the Standard Form 1442, Solicitation, Offer, and Award (page A-1). This checklist is for informational purposes only and is not required to be filled out by the bidder. **Failure to submit a complete bid may be cause to reject your bid.**

1. Bid Envelope:

- a. Addressed as shown in Block 8 of Page A-1 ☐
- b. In lower left corner, indicate Solicitation No., Project Name & Number, time for Receipt of Offers and send to Room 105. ☐

2. Standard Form 1442: Solicitation, Offer and Award (Pages A-1 and A-2)

- a. Block 14: Name and Address of Bidder. ☐
- b. Block 15: Telephone Number of Bidder. ☐
- c. Block 16: Remittance Address if different from Block 14. ☐
- d. Block 19: **All** Amendments Acknowledged, with dates of Amendments. ☐
- e. Block 20: Bid is signed and dated. ☐

3. Bid Schedule - (Pages B-1 through B-5)

- a. Unit bid price and bid amount provided for each pay item in numbers. ☐
- b. Corrections initialed. ☐
- c. Price Evaluation eligibility is indicated on the Bid Summary page. ☐

4. Standard Form 24, Bid Bond (Pages C-1 through C-2) (Required if bid guarantee is bid bond)

- a. Date executed ☐
- b. Legal name and address of bidder. ☐
- c. Type of organization. ☐
- d. State of incorporation (if applicable). ☐
- e. Name and business address of Treasury approved surety. ☐
- f. Penal sum of bond (not less than 20% of bid total). ☐
- g. Bid identification. ☐
- h. Signature of Bidder ☐
- i. Seal, if corporation ☐
- j. Signature of Surety ☐
- k. Seal, if corporation ☐

BIDS RECEIVED WITHOUT A VALID BID BOND WILL BE REJECTED.

5. Power of Attorney.

- a. Dated on or before execution date of bond ☐
- b. Power has original signature of surety, or is embossed with surety's seal in the certification section ☐

BIDS RECEIVED WITHOUT A VALID POWER OF ATTORNEY WILL BE REJECTED.

CHECKLIST FOR BID SUBMISSION

6. Fill In's. The following full text Clauses and/or Provision numbers shall be checked or filled in and return with the bid package:

- a. 52.219-4 – HubZone ONLY - See Section F, Clause 52-219-4, paragraph "C", check block if wavier is applicable. ☐

7. Bidder's Qualifications form (provided separately as part of the Bid Documents Package). Form completed, signed and submitted with bid ☐

8. Bidder's Questionnaire on Calendar Days signature required (if not completed bid shall be found non-responsive). ☐

9. Sub-Contracting Plan - Large Businesses Only: Submittal with the bid is not mandatory, **but it is encouraged**, as it will speed up the award process should your firm be the apparent low bid. ☐

Legislated subcontracting goals: (15 USC 644 (g)(1))

- 24% - Small Businesses (SB)
- 5% - Small Disadvantaged Businesses (SDB)
- 3% - HUBzones
- 5% - Small Woman Owned Business Entities (SWBE)
- 3% - Service-Disabled Veteran-Owned Small Businesses (SDVOSB)

THE FOLLOWING THREE ITEMS ARE NOT TO BE SUBMITTED WITH THE BID; BUT FAILURE TO COMPLETE THE REQUIREMENTS WILL BE CAUSE TO REJECT THE BID.

10. Central Contractor Registration (CCR): The Contractor is currently registered in the Internet-Based CCR database at <http://www.ccr.gov>. ☐

11. Online Representations and Certifications Application (ORCA): The Contractor's Representations and Certifications have been input online via the Internet-Based ORCA electronic database at <http://orca.bpn.gov>. ☐

12. Vets100 Reporting: The Contractor has completed the annual Internet-Based reporting requirement online at <http://vets100>. ☐

NOTE: THE CONTRACTOR IS FULLY RESPONSIBLE TO VERIFY THAT ALL DATA IN THE THREE DATABASES IS CORRECT EACH TIME A BID PACKAGE IS SUBMITTED. FAILURE PROPERLY INPUT AND/OR UPDATE YOUR DATA MAY CAUSE THE BID TO BE REJECTED.

Bidders Qualification questionnaire regarding the preparation of the bid for time:

- 1) Does the bid for time include the impact of normal weather conditions on the work of the Contract?
- 2) Does the bid for time include the impact of the terms of the Contract Specifications regarding work restrictions - including all identified delays, suspensions, and shut-downs?
- 3) Does the bid for time include sufficient time to allow that all contract work can be completed within contract time without the imposition of liquidated damages?
- 4) Does the bid for time include time for the review and approval process for all submittals required by the Contract?
- 5) Does the bid for time include time for the review and approval process for required drawings submitted under Subsection 104.03 of the Specifications?
- 6) Does the bid for time include the lead time required for the procurement, manufacture, and delivery of materials that are to be incorporated into the Contract work?
- 7) Does the bid for time include sufficient time to accommodate the fact that the date of Notice to Proceed is conditional upon the Government awarding the contract up to 60 days after the bid opening?
- 8) Does the bid for time include the 14 days after the award of the Contract that the Contractor has to provide Performance and Payment bonds?
- 9) Does the bid for time include sufficient time to accommodate the fact that the Contracting Officer has up to 30 days after receipt of acceptable Performance and Payment bonds to issue the Notice to Proceed?

I hereby certify that the answer to each and every one of the questions listed above is yes.

Signature of Authorized Representative

Title

Date

Note: If the questionnaire is not signed the bid shall be found non-responsive and rejected.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. Solicitation No. DTFH71-08-B-00027	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (<i>IFB</i>) <input type="checkbox"/> Negotiated (<i>RFP</i>)	3. Date Issued 10/01/2008	Page of Pages 1 OF 4
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
4. Contract No.	5. Requisition/Purchase Request No.	6. Project No. PRA-BLRI 2E15		
7. Issued By: Federal Highway Administration Eastern Federal Lands Highway Division Loudoun Tech Center, Room 105 21400 Ridgetop Circle Sterling, Virginia 20166-6511	CODE: N/A:	8. Address Offer To: See Block 7		
9. FOR INFORMATION See Blocks 9A & 9B	A. Name: Peggy Schaad	B. Telephone No. (Include area code) (NO COLLECT CALLS) Email All Questions/Inquiries To: eflhd.contracts@fhwa.dot.gov		

See Continuation
of SF 1442

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

10. The Government requires performance of the work described in these documents (title, identifying no., date):

This Invitation for Bids is for the Blue Ridge Parkway located in Wilkes County North Carolina in strict accordance with the Solicitation/Contract instructions, notices, clauses, provisions, *items listed below, and for the quantities of work actually performed at the unit prices as bid in the Bid Schedule, including all applicable Federal, State, and local taxes.

- * FP - Standard Specification for Construction of Roads & Bridges on Federal Highway Projects.
- * Bid Schedule, Section B - pages B-1 through B-5.
- * Special Contract Requirements, Section J - pages J-1 through J-31.
- * Plans (Drawings), Sheets 1 through 41.

11. The Contractor shall begin performance within **10** calendar days and complete it within calendar days after receiving

☐ Award, ☒ Notice to Proceed. This performance period is ☒ mandatory, ☐ negotiable. (See *Continuation Sheet)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) ☒ YES ☐ NO SEE SUBSECTION 102.06 OF FP.

12B. CALENDAR DAYS
Within **14** calendar days after
Notice of Award

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Offers in original and **0** copies to perform the work required are due at the place specified in Item 8 by **2:00 PM** local time **11/13/2008**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. Name and Address of Offeror (Include ZIP code)	15. Telephone No. (Include area code)
	16. Remittance Address (Include only if different than Item 14)
DUN:	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the Government in writing within ___ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS ➡ See Bid Schedule - Section "B" Pages

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.								
DATE								

20a. Name and title of person authorized to sign offer (Type or print)	20B. Signature	20C. Offer Date
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AWARD (To be completed by Government)

21. Items Accepted:

22. Amount	23. Accounting and appropriation data	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM See Block 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 15 USC 637(a)) <input type="checkbox"/> 41 USC 253(c) ()
26. ADMINISTERED BY Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle Sterling, Virginia 20166-6511		27. PAYMENT WILL BE MADE BY: Federal Highway Administration Eastern Federal Lands Highway Division Finance Division, Room 357 21400 Ridgetop Circle Sterling, Virginia 20166-6511

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return ___ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. Name and Title of Contractor or Person Authorized to Sign (Type or print)		31a. Name of Contracting Officer (Type or print)	
30b. Signature	30C. Date	31b. United States of America BY	31C. Date

CONTINUATION OF SF 1442

Block 2:

This project is **UN-RESTRICTED** - Bids will be accepted from **ALL** eligible business concerns.

This procurement is made pursuant to Public Law 100-656 Title VII, which established the Small Business Competitiveness Demonstration Program. This procurement falls under North American Industry Classification System (NAICS) code 237310 - Highway, Street, and Bridge Construction (see FAR Subpart 19.10)

The award of this project is subject to a 10% price evaluation preference for eligible HubZone Small Business Concerns (must be on the SBA listing) (see FAR Clause 52.219-4).

Facsimile and electronic bids will not be accepted.

PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition, published by the Federal Highway Administration. <http://mutcd.fhwa.dot.gov>.
2. National Park Service Sign Manual, revised - January 1988, United States Department of the Interior. <http://www.nps.gov/npsigns>.
3. Soils and Foundation Report.
4. Permits.

Block 9:

In accordance with FAR Provision 52.236-27, Site Visit, a Government representative can be available to show the project to prospective bidders. **All requests** for site visits see Section E of the solicitation and e-mail all questions concerning this construction project to the following e-mail address eflhd.contracts@fhwa.dot.gov. Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions.

*Block 11:

The maximum time for completion of the contract is **316** calendar days.

The completion time for the contract will be the time offered by the successful bidder, **not to exceed** the maximum time above.

Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds. (Actual Notice to Proceed date will be 10 days from issuance or the date specified in the Notice.)

CONTINUATION OF SF 1442

Block 12A:

Furnish performance and payment bonds in accordance with FAR Clause 52.228-15.

Block 13:

A bid guarantee in the amount of not less than 20 percent of the bid price or \$3 million, whichever is less, is required with this bid. If the bidder fails to provide the required bid guarantee, such failure may require rejection of the bid. Reference FAR Provision 52.228-1, Bid Guarantee.

Other:

The Work requires contractor design or construction experience per Section J - Section 552 of the Special Contract Requirements (SCR's).

The estimated price is expected to fall within the price range of **\$2,000,000 to \$5,000,000**.

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which can be downloaded from FHWA web site. FP-96 or FP-03 versions can be downloaded at the FHWA web site. FHWA web site is <http://www.efl.fhwa.dot.gov/contracting/Documents.aspx>.

Subcontracting Goals

Required from all other than Small business when the requirement is expected to exceed \$500,000 [FAR 19.702]. The Contracting Officer, along review and advisory comments from the Office of Small Disadvantaged Business Utilization (OSDBU), is responsible for approving a reasonable and realistic plan [FAR 19.705-4] [TAM 1219.201(e)(6)]. The legislated subcontracting goals are as shown below. A copy of each subcontracting plan (or contractor statement that no subcontracts are to be awarded) must be provided to OSDBU prior to close of negotiations [TAM 1219.705-5 and - 6].

Legislated subcontracting goals: (15 USC 644 (g)(1))

- 24% - Small Businesses (SB)
- 5% - Small Disadvantaged Businesses (SDB)
- 3% - HUBZones
- 5% - Small Woman Owned Business Entities (SWBE)
- 3% - Service-Disabled Veteran-Owned Small Businesses (SDVOSB)

BID SCHEDULE INSTRUCTIONS

PROJECT: PRA-BLRI 2E15

BIDDERS PLEASE NOTE: Before preparing the bid, carefully read the Instructions to Bidders. While preparing the bid, comply with the following:

COMPLETING THE BID SCHEDULE

Complete the Bid Schedule(s) by handwriting in ink or typing. Specify a Unit Bid Price, in figures with cents to only two decimal places, for each pay item in the Unit Bid Price column for which a quantity is given. Do not enter or tender a Unit Bid Price for any pay item for which no estimated quantity appears in the Bid Schedule. Determine the products of the respective unit prices and quantities, and show them, in figures, in the Amount Bid column. If a Unit Bid Price and Amount Bid have been inserted by the Government for a pay item, do not change the Unit Bid Price and Amount Bid for the pay item. Determine the Bid Total by adding the amounts of the several items, and show in the block provided on **Page B-4**. In case of multiplication errors, the Amount Bid for the item will be based on the Unit Bid Price.

To be eligible for award, bidders must submit prices for each pay item.

Review Subsection 109.05 of the FP regarding scope of payment for direct and indirect payment work.

SCHEDULE OF WORK

The Bid Schedule is comprised of the following:

Schedule A – Restoration and stabilization of the Blue Ridge Parkway slide area at MP 270.3 to its pre-slide condition with anchor blocks, topsoil, turf establishment, and other miscellaneous work.

BIDDING OF CALENDAR DAYS

Determine the number of calendar days necessary to complete Schedule A work from Notice To Proceed to contract completion. **Specify the number of calendar days (NOT to exceed the maximum number of calendar days shown in Block 11 of the SF-1442)** in the space provided on the **Bid Summary** page. Failure to specify a number of calendar days for contract completion indicates the bidder accepts the maximum contract completion time provided in Block 11 of the SF-1442.

In developing a construction schedule to determine the number of calendar days included in their bid, bidders should include the work limitations shown in the Special Contract Requirements

(SCR's). Specific work limitations may be (but are not limited to): holidays, weekends; rush hours; night work; no work periods; work or traffic control phasing. Bidders are advised to consider those work items that are weather sensitive and when those work items will be performed. Specific work items are (but not limited to): those that require a minimum ambient air temperature (asphalt paving and surface treatment, pavement striping, stone masonry); those that require maintaining a minimum surface temperature (concrete pavement, structural concrete, painting); and those that have specific planting seasons (turf establishment, sod, trees and plants). Bidders are also advised to consider time required for preparing material and drawing submittals, and the allowable Government review times for those submittals (Subsection 104.03 of the FP and SCR's). The total calendar days bid should also include any work limitations and any delay days or contractor winter shutdowns required due to weather sensitive work items.

When evaluating the bids, the Government will consider the Contract Administrative Cost for the project to be \$2,200.00 per calendar day bid. The Contract Administrative Cost is only used to determine the Evaluation Total Price of Project.

Add the **Bid Total** and the **Contract Administrative Cost** for Schedule A as directed on the **Bid Summary** page. Show the **Evaluation Total Price of Project** in the space provided on the **Bid Summary** page.

BASIS FOR AWARD

The contract will be awarded to the responsive, responsible bidder with the lowest **Evaluation Total Price of Project**, which is defined as:

Bid Total of Schedule A + Contract Administrative Cost of Schedule A.

The number of calendar days specified by the successful bidder for the completion of Schedule A work will become the performance period for the contract.

NOTE: Contract Administration Cost is used for evaluation and ranking purposes only.

Bid Schedule

Project: PRA-BLRI 2E15
BLUE RIDGE PARKWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION		
	ALL	Lump Sum	\$_____
15201-0000	CONSTRUCTION SURVEY AND STAKING		
	ALL	Lump Sum	\$_____
15401-0000	CONTRACTOR TESTING		
	ALL	Lump Sum	\$_____
15705-0100	SOIL EROSION CONTROL, SILT FENCE (SUPER)		
	2,800		
	LNFT	\$_____	\$_____
15705-0300	SOIL EROSION CONTROL, SLOPE DRAINS		
	650		
	LNFT	\$_____	\$_____
15706-1600	SOIL EROSION CONTROL, STABILIZED CONSTRUCTION ENTRANCE		
	1		
	EACH	\$_____	\$_____
20101-0000	CLEARING AND GRUBBING		
	1.7		
	ACRE	\$_____	\$_____
20303-1600	REMOVAL OF PAVEMENT, ASPHALT		
	1,500		
	SQYD	\$_____	\$_____
20401-0000	ROADWAY EXCAVATION		
	450		
	CUYD	\$_____	\$_____
20801-0000	STRUCTURE EXCAVATION		
	6,800		
	CUYD	\$_____	\$_____
25101-2000	PLACED RIPRAP, CLASS 2		
	13		
	CUYD	\$_____	\$_____

Bid Schedule A

Project: PRA-BLRI 2E15
BLUE RIDGE PARKWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
25602-0000	GROUND ANCHOR 8,000 LNFT	\$ _____	\$ _____
25605-0000	PERFORMANCE TEST 10 EACH	\$ _____	\$ _____
25610-0000	ANCHOR PAD (PRECAST CONCRETE ANCHOR BLOCK) 90 EACH	\$ _____	\$ _____
27101-0000	INCLINOMETER CASING 180 LNFT	\$ _____	\$ _____
27102-0100	GEOTECHNICAL INSTRUMENTATION, PIEZOMETER 3 EACH	\$ _____	\$ _____
30101-4000	AGGREGATE BASE GRADING C OR D 1,300 TON	\$ _____	\$ _____
30501-0000	AGGREGATE-TOPSOIL COURSE 200 TON	\$ _____	\$ _____
40101-0600	SUPERPAVE PAVEMENT, 1/2-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL (TYPE V PAVEMENT SMOOTHNESS) 150 TON	\$ _____	\$ _____
40101-1000	SUPERPAVE PAVEMENT, 3/4-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL 240 TON	\$ _____	\$ _____
56602-0000	SHOTCRETE 175 CUYD	\$ _____	\$ _____
61902-2000	GATE, METAL, 28 FEET WIDTH 2 EACH	\$ _____	\$ _____

Bid Schedule A

Project: PRA-BLRI 2E15
BLUE RIDGE PARKWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
62401-0100	FURNISHING AND PLACING TOPSOIL, 2-INCH DEPTH		
	8,000		
	SQYD	\$ _____	\$ _____
62407-0000	PLACING CONSERVED TOPSOIL		
	8,000		
	CUYD	\$ _____	\$ _____
62501-0000	TURF ESTABLISHMENT		
	1.8		
	ACRE	\$ _____	\$ _____
62601-0100	ACER RUBRUM, RED MAPLE, 1 1/2-INCH TO 2-INCH CALIPER, BALLED AND BURLAPPED (WHIPS, 2 TO 3 FOOT HEIGHT, BARE ROOT)		
	30		
	EACH	\$ _____	\$ _____
62612-0250	LIROIDENDREN TULIPFERA, TULIP TREE, 1-INCH TO 1 1/2-INCH CALIPER, BALLED AND BURLAPPED (WHIPS, 2 TO 3 FOOT HEIGHT, BARE ROOT)		
	70		
	EACH	\$ _____	\$ _____
62901-0800	ROLLED EROSION CONTROL PRODUCT, TYPE 2.D		
	8,000		
	SQYD	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID		
	1,250		
	LNFT	\$ _____	\$ _____
63502-0600	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3		
	4		
	EACH	\$ _____	\$ _____
63502-1500	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE A		
	5		
	EACH	\$ _____	\$ _____
63502-1600	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE B		
	35		
	EACH	\$ _____	\$ _____
63503-1000	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE		
	280		
	LNFT	\$ _____	\$ _____

Bid Schedule A

Project: PRA-BLRI 2E15
BLUE RIDGE PARKWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN		
	1,000		
	SQFT	\$_____	\$_____
63701-0000	FIELD OFFICE		
	1		
	EACH	\$_____	\$_____

TOTAL \$_____

Submitted by: _____

Name of Bidder

BID SUMMARY

Project PRA-BLRI 2E15
(Complete for Pages B-1 through B-4)

(1) Schedule A Bid Total (from Page B-4) \$ _____

Contract Administrative Cost for Schedule A

Number of calendar days necessary to complete all Schedule A work
from Notice to Proceed (or date specified in the Notice to Proceed) to
completion of Schedule A.

(2) _____ calendar days x \$2,200.00 per calendar day = \$ _____

Total Price of Project (for evaluation purposes only)

(1) Bid Total for Schedule A (1) \$ _____
+ (2) Contract Administrative Cost for Schedule A (2) \$ _____

= EVALUATION TOTAL PRICE OF PROJECT \$ _____

Does the Bidder claim the Price Evaluation Preference for HUBZone Small Business
Concerns as defined in FAR Clause 52.219-4?

Yes

☐

No

☐

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
--	---	--------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
		STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.		
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		<i>Corporate Seal</i>
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		<i>(Seal)</i>		<i>(Seal)</i>	
NAME(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
					<i>Corporate Seal</i>

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-27 on 09/17/2008)

52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far/

(End of Clause)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.202-01	DEFINITIONS	Jul-04	
52.203-03	GRATUITIES	Apr-84	
52.203-05	COVENANT AGAINST CONTINGENT FEES	Apr-84	
52.203-07	ANTI-KICKBACK PROCEDURES	Jul-95	
52.203-8	CANCEL. & RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-07	
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	Aug-00	
52.204-07	CENTRAL CONTRACTOR REGISTRATION	Apr-08	Contractor Mandatory Internet Data Input
52.209-06	PROTECTING GOV. INTEREST WHEN SUBCONTRACTING W/ CONT. DEB. SUSP. OR PROP. FOR DEB.	Sep-06	
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	Oct-97	
52.214-27	PRICE REDUCTION FOR DEFECT. COST OR PRICING DATA-MODIFICATIONS -SEALED BIDDING	Oct-97	
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	Oct-97	
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS	May-04	
52.219-09 ALT 1	SMALL BUSINESS SUBCONTRACTING PLAN (ALT 1 - (Oct 01))	Apr-08	Large Business Mandatory Submittal Requirement
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96	
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-99	
52.222-03	CONVICT LABOR	Jun-03	
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	Jul-05	
52.222-06	DAVIS-BACON ACT	Jul-05	Contractor Mandatory Wage Rates Posting
52.222-07	WITHHOLDING OF FUNDS	Feb-88	
52.222-08	PAYROLLS AND BASIC RECORDS	Feb-88	Contractor Weekly Payroll Submittals
52.222-09	APPRENTICES AND TRAINEES	Jul-05	
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-88	
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	Jul-05	
52.222-12	CONTRACT TERMINATION--DEBARMENT	Feb-88	
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	Feb-88	
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	
52.222-15	CERTIFICATION OF ELIGIBILITY	Feb-88	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99	
52.222-26	EQUAL OPPORTUNITY	Mar-07	
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	Feb-99	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, & OTHER ELIGIBLE VETERANS.	Sep-06	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-27 on 09/17/2008)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE			
CLAUSE	TITLE	DATE	REMARKS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98	
52.222-37	EMPLOYMENT. REPORTS ON SPECIAL DISABLED VETS, VETS OF THE VIETNAM ERA, ETAL.	Sep-06	Contractor Annual Mandatory Reporting Requirement
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	Dec-04	Contractor Mandatory Postings
52.223-05	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION	Aug-03	
52.223-06	DRUG-FREE WORKPLACE	May-01	
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03	Contractor Annual Contractor Reporting Requirement
52.229-2	North Carolina State and Local Sales and Use Tax	Apr-84	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Jun-08	
52.227-01	AUTHORIZATION AND CONSENT	Dec-07	
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Dec-07	
52.227-04	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Dec-07	
52.227-14	RIGHTS IN DATA - GENERAL	Dec-07	
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	Dec -07	
52.228-02	ADDITIONAL BOND SECURITY	Oct-97	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	Jan-97	Contractor Submittal Requirement
52.228-11	PLEDGES OF ASSETS	Feb-92	
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Oct-95	
52.228-14	IRREVOCABLE LETTER OF CREDIT	Dec-99	
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	Nov-06	Contractor Submittal Requirement
52.229-03	FEDERAL, STATE, AND LOCAL TAXES	Apr-03	
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	Sep-02	Contractor Submittal Requirement
52.232-17	INTEREST	Oct-08	
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86	
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Oct-08	
52.232.33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	Oct-03	
52.233-01 ALT I	DISPUTES (Alt-I, Dec-91)	Jul-02	
52.233-03	PROTEST AFTER AWARD (Alt-I, Jun 85)	Aug-96	
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04	
52.236-02	DIFFERING SITE CONDITIONS	Apr-84	
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	Apr-84	
52.236-05	MATERIAL AND WORKMANSHIP	Apr-84	
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR	Apr-84	
52.236-07	PERMITS AND RESPONSIBILITIES	Nov-91	
52.236-08	OTHER CONTRACTS	Apr-84	
52.236-09	PROTECTION OF EXIST. VEGETATION., STRUCTURES., EQUIPMENT., UTILITIES, & IMPROVEMENTS	Apr-84	
52.236-10	OPERATIONS AND STORAGE AREAS	Apr-84	
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	Apr-84	
52.236-12	CLEANING UP	Apr-84	
52.236-13	ACCIDENT PREVENTION	Nov-91	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-27 on 09/17/2008)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	Apr-84	Contractor Submittal Requirement
52.236-17	LAYOUT OF WORK	Apr-84	
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	Feb-97	
52.236-26	PRECONSTRUCTION CONFERENCE	Feb-95	
52.242-13	BANKRUPTCY	Jul-95	
52.242-14	SUSPENSION OF WORK	Apr-84	
52.243-04	CHANGES	Jun-07	
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS	Mar-07	
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	Jun -07	
52.246-12	INSPECTION OF CONSTRUCTION	Aug-96	
52.248-03 ALT I	VALUE ENGINEERING-CONSTRUCTION (Alt-I, Apr-84)	Sep-06	
52.249-01 ALT I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(SHORT FORM) (Alt-I, Apr-84)	Apr-84	
52.249-02 ALT I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Alt-I, Sep-96)	May-04	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	Apr-84	
52.253-01	COMPUTER GENERATED FORMS	Jan-91	

TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
1252.211-70	INDEX FOR SPECIFICATIONS	Apr-05	
1252.242-73	CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE	Oct-94	

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS
52.217-03	EVALUATION EXCLUSIVE OF OPTION	Apr-84	
52.217-04	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	Jun-88	
52.217-05	EVALUATION OF OPTIONS	Jul-90	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-27 on 09/17/2008)

FAR & TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-12	LIQUIDATED DAMAGES-CONSTRUCTION	Sep-00	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-18	VARIATION IN ESTIMATED QUANTITY	Apr-84	H	CONSTR. CONTRACT REQS	
52.219-4	NOTICE OF PRICE EVALUATION. PREFERENCE FOR HUBZONE SB CONCERNS	Jul-05	F	SOCIOECON PROG REQS	Contractor Fill-In
52.222-23	NOTICE OF REQ. FOR AFFIRMATIVE ACTION TO ENSURE E.E.O.	Feb-99	F	SOCIOECON PROG REQS	Contractor Reporting Requirements
52.223-03 ALT I	HAZARDOUS MAT. IDENT. & MATERIAL SAFETY DATA (Alt-I, Jul-95)	Jan-97	G	GEN'L CONTRACT REQS.	Contractor Submittal Requirements
52.223-09	EST. OF % OF REC. MAT. CONTENT FOR EPA DESIGN. PRODUCTS	May 08	G	GEN'L CONTRACT REQS	Contractor Reporting Requirement
52.225-09	BUY AMERICAN ACT-CONSTRUCTION MATERIALS	Jan 05	F	SOCIOECON PROG REQS	Government & Contractor Fill In's
52-236-01	PERFORMANCE OF WORK BY THE CONTRACTOR	Apr -84	H	CONSTR. CONTRACT REQS	Government Fill In
52.236-04	PHYSICAL DATA	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In

TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
FAR PT 22.9	NONDISCRIMINATION BECAUSE OF AGE POLICY	Feb-64	F	SOCIOECON PROG REQS	Policy Statement - Not A Clause

(End of Clauses Index)

CONTRACT PROVISIONS INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-27 on 09/17/2008)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far/

(End of Clause)

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS
52.211-06	BRAND NAME OR EQUAL	Aug-99	
52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	Dec-89	
52.214-04	FALSE STATEMENTS IN BIDS	Apr-84	
52.214-05	SUBMISSION OF BIDS	Mar-97	
52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	Apr-84	
52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	Nov-99	
52.214-18	PREPARATION OF BIDS--CONSTRUCTION	Apr-84	
52.214-19	CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION	Aug-96	
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIAL.	May-02	

TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS

CONTRACT PROVISIONS INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-27 on 09/17/2008)

FAR PROVISIONS INCORPORATED BY FULL TEXT					
PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.204-08	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	Jan 06	D	REPS. & CERTIFICATIONS	Mandatory Contractor On-Line Input
52.211-04	AVAILABILITY FOR EXAM. OF SPECS NOT LISTED IN GSA INDEX OF FED SPECS/STANDARDS & COM. ITEM DESCRIPTION	Jun-88	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.216-01	TYPE OF CONTRACT	Apr-84	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.228-01	BID GUARANTEE	Sep-96	E	INSTRUCTIONS TO BIDDERS	Contractor Submittal Requirement
52.233-02	SERVICE OF PROTEST	Aug-96	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.236-27	SITE VISIT (CONSTRUCTION)	Feb-95	E	CONSTR. CONTRACT REQS.	Government Fill In.
OTHER PROVISIONS INCORPORATED BY FULL TEXT					
PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
NONE					

(End of Provisions Index)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION PROVISIONS

REPRESENTATIONS AND CERTIFICATIONS

Annual Representations and Certifications. Prospective contractors shall complete electronic annual representations and certifications on-line at this web address: <http://orca.bpn.gov> (See FAR 4.1201) in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102).

Vets100 Form must also be filled-in online at <http://vets100.cudenver.edu/> in accordance with FAR Clause 52.222-37.

Contractors are not eligible for award without completing these requirements.

4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.
(End of Provision)

52.204-8

52.204-8 – Annual Representations and Certifications.

As prescribed in 4.1202, insert the following provision:
Annual Representations and Certifications (Jan 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is **\$31,000,000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR

(End of Section D)

**FEDERAL ACQUISITION REGULATION &
TRANSPORTATION ACQUISITION REGULATION PROVISIONS
INSTRUCTIONS TO BIDDERS**

52.211-4

**AVAILABILITY FOR EXAMINATION OF
SPECIFICATIONS NOT LISTED IN THE GSA
INDEX OF FEDERAL SPECIFICATIONS,
STANDARDS AND COMMERCIAL ITEM
DESCRIPTIONS (JUN 1988)**

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

**FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
21400 RIDGETOP CIRCLE
STERLING, VIRGINIA 20166-6511**

Send an email to the following address to make an appointment: **eflhd.contracts@fhwa.dot.gov**

TIME(S) FOR VIEWING: 8 A.M. TO 4 P.M.

All documents are available for direct download from the following website:
www.efl.fhwa.dot.gov/procurement/procurement.htm

(End of Provision)

52.216-1

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm-fixed-price** contract resulting from this solicitation.

(End of Provision)

52.233-2

SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
21400 RIDGETOP CIRCLE
STERLING, VIRGINIA 20166-6511**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.236-27

**Site Visit (Construction).
(Feb 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Larry Hultquist, DSC, NPS

99 Hemphill Knob Road

Asheville, NC 28803-8686

Telephone: 828-271-4779

(End of Provision)

**Site visit point of contact
is not available for
answering any questions.**

Please send all questions concerning construction projects to eflhd.contracts@fhwa.dot.gov. Include the solicitation number, project name, number, requesting firm, address, a point of contact and telephone number.

(End of Section E)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

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SOCIOECONOMIC PROGRAM REQUIREMENTS

52.219-4

Notice of Price Evaluation Preference for HUBZone Small Business Concerns.

(Oct 2004)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.*

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offer elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

FAR SUBPART 22.9

NONDISCRIMINATION BECAUSE OF AGE (FEB 96)

22.901 Policy. Executive Order 11141, February 12, 1964 (29 CFR 2477), states that the Government policy is as follows:

(a) Contractors and subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) Contractors and subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

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SOCIOECONOMIC PROGRAM REQUIREMENTS

(c) Agencies will bring this policy to the attention of contractors. The use of contract clauses is not required.
(End of Policy Statement)

52.222-23

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
15.5%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the

Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is as follows:

Wilkes County, North Carolina

(End of Provision)

52.225-9

Buy American Act-Construction Materials. (Jan 2005)

(a) *Definitions.* As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

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SOCIOECONOMIC PROGRAM REQUIREMENTS

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means-

(1) An un-manufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph 2 of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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SOCIOECONOMIC PROGRAM REQUIREMENTS

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]			

(End of Clause)

52.225-10 -- Notice of Buy American Act Requirement— Construction Materials.

As prescribed in [25.1102](#)(b)(1), insert the following provision:

Notice of Buy American Act Requirement--Construction Materials (May 2002)

(a) *Definitions.* “Construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign

construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (May 2002). As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

52.225-11

Buy American Act—Construction Materials under Trade Agreements. (Nov 2006)

(a) *Definitions.* As used in this clause--

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SOCIOECONOMIC PROGRAM REQUIREMENTS

“Caribbean Basin country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Free Trade Agreement country construction material means” a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Foreign construction material” means a construction material other than a domestic construction material.

“Least developed country construction material” means a construction material that--

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(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE**.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient

and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier;
and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

Alternate I (Nov 2006). As prescribed in [25.1102\(c\)\(3\)](#), add the following definitions of “Bahrainian construction material” and “Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain into a new and different construction material distinct from the materials from which it was transformed.

“Mexican construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Mexico; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Mexico into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except NAFTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian or Mexican construction materials.

(2) The Contractor shall use only domestic, or designated country construction material other than Bahrainian or Mexican construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

52.225-12

Notice of Buy American Act Requirement— Construction Materials Under Trade Agreements. (Jan 2005)

(a) *Definitions.* “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the

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request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate II (Nov 2006). As prescribed in [25.1102](#)(d)(3), add the definitions of "Bahrainian construction material" and

"Mexican construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain or Mexico, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Section F)

MINIMUM WAGE SCHEDULE

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

GENERAL DECISION: **NC20080010** 07/25/2008 NC10

Date: July 25, 2008

General Decision Number: **NC20080010** 07/25/2008

Superseded General Decision Number: NC20070010

State: North Carolina

Construction Type: Highway

Counties: Alleghany, Anson, Ashe, Avery, Beaufort, Bertie, Bladen, Brunswick, Caldwell, Camden, Carteret, Caswell, Chatham, Cherokee, Chowan, Clay, Cleveland, Columbus, Craven, Currituck, Dare, Duplin, Edgecombe, Gates, Graham, Granville, Greene, Halifax, Harnett, Haywood, Henderson, Hertford, Hoke, Hyde, Iredell, Jackson, Johnston, Jones, Lee, Lenoir, Macon, Madison, Martin, McDowell, Mitchell, Montgomery, Moore, Nash, Northampton, Pamlico, Pasquotank, Pender, Perquimans, Person, Pitt, Polk, Richmond, Robeson, Rockingham, Rutherford, Sampson, Scotland, Stanly, Surry, Swain, Transylvania, Tyrrell, Vance, Warren, Washington, Watauga, Wayne, Wilkes, Wilson and Yancey Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (does not include Tunnels, Building Structures in rest area projects, Railroad Construction, and Bascule/Suspension/Spandrel Arch Bridges, Bridges designed for Commercial Navigation, and Bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008

* SUNC1990-002 02/12/1990

	Rates	Fringes
CARPENTER.....	\$ 7.71	
Concrete Finisher.....	\$ 7.64	
IRONWORKER, REINFORCING.....	\$ 9.27	
Laborers:		
Asphalt Raker.....	\$ 6.55	
Comman.....	\$ 6.55	
Form Setter (Road).....	\$ 6.90	
Mason (Brick, Block, Stone).....	\$ 7.76	

Pipe Layer.....	\$ 6.55
Power Tool Operator.....	\$ 6.55
Power equipment operators:	
Asphalt Distributor.....	\$ 6.57
Asphalt Paver.....	\$ 7.00
Bulldozer (utility).....	\$ 6.55
Bulldozer.....	\$ 7.21
Concrete Finishing Machine..	\$ 9.48
Concrete Grinder.....	\$ 8.13
Crane, Backhoe, Shovel, & Dragline	
1 yd. & under.....	\$ 6.91
Over 1 yd.....	\$ 8.53
Drill Operator.....	\$ 7.65
Grade Checker.....	\$ 6.55
Greaseman.....	\$ 6.55
Hydroseeder.....	\$ 7.00
Loader.....	\$ 6.85
Mechanic.....	\$ 8.27
Milling Machine.....	\$ 8.00
Motor Grader (Fine Grade)...	\$ 8.01
Motor Grader (Rough Grade)..	\$ 7.42
Oiler.....	\$ 6.55
Piledriver.....	\$ 11.00
Roller (Finish).....	\$ 6.55
Roller (Rough).....	\$ 6.55
Scraper.....	\$ 6.55
Screed Asphalt.....	\$ 6.55
Stone Spreader.....	\$ 6.55
Stripping Machine Operator..	\$ 6.55
Subgrade Machine.....	\$ 9.00
Sweeper.....	\$ 6.55
Tractor (utility).....	\$ 6.55
Truck drivers:	
Heavy Duty trucks.....	\$ 6.55
Multi Rear Axle Trucks.....	\$ 6.55
Single Rear Axle Trucks.....	\$ 6.55
Welder.....	\$ 9.07

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

GENERAL CONTRACT REQUIREMENTS

52.223-3

Hazardous Material Identification and Material Safety Data. (Jan 1997) Alt I (Jul 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations

(including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

52.223-9

**Estimate of Percentage of Recovered Material Content
for EPA-Designated Products.**

(MAY 2008)

(a) *Definitions.* As used in this clause—

“Post consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to:

**Contracting Officer
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, VA 20166.**

(End of Clause)

52.228-15

Performance and Payment Bonds -- Construction

(Nov 2006)

(a) *Definitions.* As used in this clause --

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier’s check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at
<http://www.fms.treas.gov/c570/> .

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

52.248-3

Value Engineering – Construction.

(Feb 2000)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP’s) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP’s, in accordance with paragraph (f) below.

(b) *Definitions.* “Collateral costs,” as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

“Collateral savings,” as used in this clause, means those measurable net reductions resulting from a VECP in the agency’s overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

“Contractor’s development and implementation costs,” as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

“Government costs,” as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

“Instant contract savings,” as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor’s development and implementation costs, including subcontractors’ development and implementation costs (see paragraph (h) below).

“Value engineering change proposal (VECP)” means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

- (i) In deliverable end item quantities only; or
- (ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item’s function or characteristics are being altered, and the effect of the change on the end item’s performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor’s allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP’s to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP’s expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer’s award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral

decision made solely at the discretion of the Contracting Officer.

(f) *Sharing* --

(1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering -- Construction clause of contract DTFH71-08-C-000XX, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information

contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

(End of Section G)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

CONSTRUCTION CONTRACT REQUIREMENTS

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (**SEE SF 1442, BLOCK 11 FOR NUMBER OF DAYS**) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (**THE TIME INDICATED IN THE CONTINUATION OF THE SF 1442, BLOCK 11**). The time stated for completion shall include final cleanup of the premises. **(End of Clause)**

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (**SEE SUBSECTION 108.04 OF THE FP-96/FP-03 AND/OR SPECIAL CONTRACT REQUIREMENTS FOR AMOUNT**) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. **(End of Clause)**

52.211-18 -- Variation in Estimated Quantity.

As prescribed in [11.703\(c\)](#), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items:

Variation in Estimated Quantity (Apr 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an

extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified. **(End of Clause)**

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR. (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **50** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. **(End of Clause)**

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations (**SEE CONTINUATION OF SF 1442, BLOCK 9**).

(b) Weather conditions: **CONTACT LOCAL OFFICE OF NATIONAL WEATHER SERVICE, U.S. DEPARTMENT OF COMMERCE.**

(c) Transportation facilities: **N/A**

(d) Other Information: **SEE CONTINUATION OF SF 1442, BLOCK 9.**

(End of Clause)

(End of Section H)

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
SPECIAL CONTRACT REQUIREMENTS

Project PRA-BLRI 2E15
BLUE RIDGE PARKWAY
PMIS No. 82566

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03)* U. S. Customary Units, U. S. Department of Transportation, Federal Highway Administration.

Section 101.—TERMS, FORMAT, AND DEFINITIONS

101.01. Delete the last paragraph.

Section 102.—BID, AWARD, AND EXECUTION OF CONTRACT

102.04. Add the following:

Furnish documentary evidence as to the ownership and value of the assets pledged in support of the bond and details of the security interest in the assets by the individual sureties for the apparent low bidder within 14 calendar days after the opening of bids. Failure to submit evidence within the time required will be grounds for declaring the surety unacceptable.

In addition, the CO may, after reviewing the Affidavit of Individual Surety and documentary information on the security interest and the assets pledged, by certified mail to the surety's business or residence address (as shown on the bond), request the surety to provide further information and/or documents with respect to any of the documents provided. The CO may require such information to be furnished under oath. Failure of the surety to accept such mail, or failure of the surety to respond with the requested information or documents within 7 business days of receipt of the request, will be cause for rejection of the surety.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

102.06. Add the following after the last paragraph:

Submit the documentary evidence for individual sureties at the same time as the Affidavit of Individual Surety and security interest in assets pledged. A Contractor submitting an unacceptable individual surety in satisfaction of a performance or payment bond before the issuance of the Notice to Proceed will be permitted one opportunity to substitute an acceptable surety or sureties within 7 business days of receipt of notification that the surety is unacceptable.

The Government's right to direct the substitution of sureties to ensure the continuing acceptability of the bonds during the performance of the Contract according to FAR Clause 52.228-2, Additional Bond Security, is not restricted.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

Section 104. — CONTROL OF WORK

104.03(a). Add the following to the third paragraph:

Drawings will be reviewed in the order they are received.

104.03(b). Add the following after 104.03(b):

(c) As-built working drawings. Furnish 2 sets of as-built working drawings. The Government will provide 2 sets of contract drawings to be used exclusively for recording the as-built details of the project.

Keep the as-built working drawings current on a weekly basis and have at least 1 set available on the jobsite at all times. Accurately and neatly record changes from the contract plans, which are made in the work, or additional information, which might be uncovered in the course of construction, as they occur by means of details and notes. Maintain a log of all changes made to the as-built working drawings, and monthly, at the estimate cutoff date, make the as-built working drawings and log available for review by the CO.

Note all additions or revisions to the location, character, and dimensions of the prescribed work shown on the contract drawings. Line out all details shown that are not applicable to the completed work. Use the red-line process (red pencil or red ink) to record on the as-built working drawings and final as-built drawings, as a minimum, but not limited to, the information described below:

(1) Typical section(s)

(a) Revisions in dimensions; and

(b) Revisions in materials.

(2) Plan and profile

(a) Plan

(1) Revisions to the alignment;

(2) Changes in the construction limits;

(3) Revisions in location, type, and grade of road approaches;

(4) Location and type of utilities;

(5) Location, size, and type of underdrains;

(6) Skew of culverts;

- (7) Channel changes;
- (8) Location of monuments and permanent references;
- (9) Elevations for all aerial and underground crossings of utilities; and
- (10) Location, length, and type of fencing.

(b) Profile

- (1) Revisions to grades, elevations, and stationing of intersection PIs;
- (2) Equations;
- (3) Culvert diameter, length, type, and stationing;
- (4) Length of culvert extension, and length of existing culvert;
- (5) Location, length, stationing, and type of retaining walls; and
- (6) Location, length, stationing, and end treatment of guardrail.

(3) Miscellaneous

- (a) Revisions to parking areas or turnouts;
- (b) Final location, type and length of curbs, sidewalks, etc.;
- (c) Fencing type and limits; and
- (d) Landscaping and planting.

(4) Special Contract Procedures

- (a) Method of excavation, concrete placement, girder erection, structure repairs, etc.

Prepare final as-built drawings after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The as-built working drawings and final as-built drawings will be jointly reviewed for accuracy and completeness by the CO and the Contractor prior to submission of each monthly pay estimate.

If the monthly review finds that the Contractor is not maintaining the as-built working drawings, payment of the Contractor's invoice will be withheld until the as-built working drawings are brought up to date.

Furnish the as-built working drawings to the CO before the final inspection. Correct all details found during the final inspection that are not shown on the as-built working drawings and return to the CO within 5 working days for approval.

Once final as-built working drawings have been approved by the CO, provide final as-built drawings in the latest version of Adobe Acrobat (PDF) format (at the time of submission) on two sets of CD-R or DVD-R. Include the latest version Adobe Acrobat reader on the CD-R or DVD-R. Provide the final as-built drawings with a resolution quality such that the redlined drawings and notations are clearly discernable. Final payment per Subsection 109.09 will not be made until the CD-R or DVD-R of the final as-built drawings have been reviewed and approved by the CO.

No direct payment will be made for maintaining and furnishing as-built working drawings.

104.05. Add the following:

When hauling on National Park Service roads, do not exceed the following load restrictions:

<u>Single Units</u>	<u>Gross Vehicle Weight – pounds</u>
2 axles	40,000
3 axles	48,000
4 or more axles	52,000
 <u>Combination Units</u>	
3 axles	57,000
4 axles	62,000
5 or more axles	66,000

Where the ground is saturated with water or during periods of freezing and thawing, the CO may impose further load restrictions or suspend hauling.

Operate loaded vehicles hauling material at speeds not exceeding 40 miles per hour, or the posted speed limit whichever is lower, and spaced at 500-foot minimum intervals. Do not exceed 25 miles per hour, or the posted speed limit whichever is lower, or operate more than 1 loaded hauling vehicle at a time on a bridge.

Section 105.—CONTROL OF MATERIAL

105.02(b). Add the following:

If any material is to be excavated from any material source outside the construction limits, other than commercially operated sites, before work begins provide a certification from the State Historic Preservation Officer or Indian Tribal Council, if applicable, stating:

- (1) That a cultural resource survey (a survey for historical sites and archeological remains) has been performed at the proposed site, and
- (2) That no significant cultural resources exist in the area that will be disturbed by the Contractor.

Section 106.—ACCEPTANCE OF WORK

106.03. Delete the first sentence of the second paragraph and substitute the following:

Other than references in or to the FAR or Federal Law, when these Standard Specifications or Supplemental Contract Requirements reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104-106, National Defense Authorization Act for Fiscal Year 1996.

Section 107.—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01. Add the following:

The following permits may be required for this project:

- (a) Disposal Permit (Agreement)

This list of permits may not be all inclusive of those required for construction. No time or damages, including impact damages, will be allowed for failure to obtain necessary permits or agreements. Provide copies of these permits and agreements upon request.

107.01. Delete the second sentence of the third paragraph and substitute the following:

Obtain all additional permits or agreements and modifications to Government-obtained permits or agreements that are required.

107.02. Add the following:

Call North Carolina One Call Center prior to digging at 811 or 1-800-632-4949

107.02. Add the following after the third paragraph:

For the full duration of construction, protect the existing trees that are tagged by the CO in the following manner:

(a) Install and maintain a 4-foot high orange construction fence with steel posts around the perimeter of the root protection area, per Subsection 619.06. The root protection area is defined as an area equal to 10 feet outside the dripline.

(b) All construction which takes place within the root protection area must be approved by the CO. Do not store or locate construction materials, vehicles, staging areas, topsoil, disposal areas, or trailers within the root protection area. Protect the area from flooding, erosion, sedimentation, and potentially harmful materials through run-off or spillage.

(c) Remove all tree protection prior to final acceptance.

(d) Make restitution to the government for the introduction of any exotic vegetation introduced into the park through careless use of unclean turf establishment equipment. The amount of restitution will be based on the number of man hours required to remove the vegetation at \$20.00 per man hour.

107.02. Add the following after the sixth paragraph:

Notify the CO in writing at least 48 hours in advance of any scheduled utility shutdown, investigation, and /or related work.

107.05. Add the following after the second paragraph:

Submit all claims to the insurance company for investigation, regardless of deductible, unless the Contractor has chosen to pay the claim directly. Provide the results of any investigations and subsequent actions to the CO within 1 week of receipt from the insurance company or of action. Determination by the insurance company that the claim is not covered by the policy is not an adequate basis for the Contractor to fail to meet its obligations under the requirements of this Section.

Section 109.—MEASUREMENT AND PAYMENT

109.08(b). Add the following:

Submit invoices by the 7th day after the closing date. Invoices received after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

109.08(c). Add the following:

The government's designated billing office is:

Federal Highway Administration
 Eastern Federal Lands Highway Division
 Loudoun Tech Center
 21400 Ridgetop Circle
Room 200
 Sterling, Virginia 20166-6511
ATTN: CONSTRUCTION DIVISION

Section 152.—CONSTRUCTION SURVEY AND STAKING

152.03. Delete the text of paragraphs (g), (h), (i), (j) and (k).

152.03(I)(9) and (10). Delete the subsections and replace with the following:

(9) Traffic control (both permanent and temporary) signs, signals, markings, delineators, object markers, etc.

152.03(I). Add the following:

(10) Excavation limits for various drainage, walls, structures, and other pertinent items.

Section 154.—CONTRACTOR SAMPLING AND TESTING

154.03. Add the following:

Furnish test results to the CO immediately after completing the test. The requirements for furnishing test results do not include sample aging or curing time; therefore, reporting times will be extended accordingly.

Submit proposals for using alternate AASHTO or State approved test methods in writing for approval. Alternate methods may be allowed based on documented equivalence to the method specified.

154.04. Add the following:

On a weekly basis, submit a copy of all current Contractor test results and pay factor calculations based on those tests for items accepted under Subsection 106.05. When large quantities are produced, calculate pay factors as soon as possible. Use this information to make any necessary adjustments to operations to achieve acceptable pay factors. The Government may use the Contractor's test results to determine final pay factors for acceptance according to Subsection 154.05.

Section 155.—SCHEDULES FOR CONSTRUCTION CONTRACTS

155.02. Add the following after the third paragraph:

155.02A Weather Delays.

(a) Weather Delay Definitions.

(1) **Reasonably Predictable Weather.** The number of workdays that can expected to be lost in any month due to rainfall based on 10-year historical weather data.

(2) **Rain Day.** A potentially lost workday on which rainfall is equal to or greater than 0.10 inches.

(3) **Drying Day.** A work day(s) immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.

(4) **Workday.** A day not excluded from work by Section 108 of the Special Contract Requirements.

(5) **Unusually Severe Weather.** When the number of Actual Workdays Lost is greater than the calculated Total Lost Days for the month in question.

(b) **Reasonably Predictable Weather.** Determine Reasonably Predictable Weather for this contract by completing Table 155-1. Calculate data for Table 155-1 as follows:

(1) Using the last 10 years of historical weather data from the nearest NOAA weather data collection station, compute the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average. Add the average number of workdays lost to the standard deviation.

(2) The Total number of Lost Days (Average Workdays Lost plus 1 Standard Deviation, rounded to whole days) will be considered normal for each month.

(3) Submit a completed Table 155-1 with the initial construction schedule.

(c) **Unusually Severe Weather** Under FAR Clause 52.249-10, Default (Fixed-Price Construction), the Contractor can request time for a delay due to Unusually Severe Weather.

The number of Actual Workdays Lost is calculated by first totaling the actual Rain Days plus the actual Drying Days occurring in the month in question. From this total, deduct any workdays meeting the following conditions:

(1) The Rain Day or Drying Day occurred on a non-work weekday such as a holiday.

(2) Rainfall occurred at a time when no weather dependent work was in progress or occurred during planned or unplanned shutdowns due to other circumstances such as

equipment failure, strikes, material supplies, delays, etc.

(3) The Contractor was still working or able to work on weather dependent activities to the extent that less than 50 percent of the workday was lost due to weather.

If the net number of Actual Workdays Lost is greater than the Total Lost Days, then Unusually Severe Weather occurred during the month in question.

(d) Time Adjustments for Rain Delays. If the net number of Actual Workdays Lost to rain is less than the Total Lost Days for the month in question, no time adjustments will be made. If the net number of Actual Workdays Lost is more, then an excusable time extension may be granted. The Contractor must submit a Weather Time Impact Analysis supporting any alleged delays due to Unusually Severe Weather.

(e) Delays Due To Other Weather Conditions. Delays due to other unusually severe weather conditions (snow, extreme cold or heat, high winds, etc.) must be supported with a Weather Time Impact Analysis using historical weather data.

155.02. Delete the last paragraph and substitute the following:

The Construction Contract Time shown on the construction schedule for contract completion or for any interim completion dates shall be the calendar dates established in the contract.

155.04. Add the following to the first paragraph:

For a computer-generated CPM, use Primavera software or software that is file-compatible with Primavera.

Add the following at the end of the Subsection:

TABLE 155-1

Project Number_____

Location of NOAA Data Collection Station_____

Data Years (10-year history): 19____ through 20____

REASONABLY PREDICTABLE WEATHER

MONTH	AVERAGE WORKDAYS LOST	STANDARD DEVIATION	TOTAL LOST DAYS
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			

Section 156.—PUBLIC TRAFFIC

156.03. Add the following:

Hauling will only be permitted from the nearest point of public access to the work site.
Minimize hauling over completed pavement.

156.04. Add the following:

(f) Ensure that all drains and inlets within the project limits are fully functional throughout the duration of the project.

156.06(b). Delete the second sentence and substitute the following:

For shoulder drop-offs in excess of 3 inches, provide a 1V:3H fillet with “*Low Shoulder*” warning signs.

156.08. Delete the second sentence of the first paragraph and substitute the following:

The traffic safety supervisor may be the superintendent.

Section 203.—REMOVAL OF STRUCTURES AND OBSTRUCTIONS

203.05(b). Delete the Subsection and substitute the following:

(b) Burn. Burning is prohibited. Dispose of material according to Subsection 203.05(a).

203.05(c). Delete the Subsection and substitute the following:

(c) Bury. Burying debris is prohibited. Dispose of material according to Subsection 203.05(a).

Section 204.—EXCAVATION AND EMBANKMENT

204.08. Add the following:

All offsite borrow sources must be approved by the CO.

Section 208.—STRUCTURE EXCAVATION AND BACKFILL FOR SELECTED MAJOR STRUCTURES

208.01. Add the following:

This work also includes temporary benching or mechanical drill support for construction of the ground anchors and anchor pads (precast concrete anchor blocks). Extent of temporary benching or mechanical drill support for construction must be approved by the CO.

208.04. Add the following:

Conserve topsoil according to subsection 204.05.

208.09. Add the following:

(f) Excavation for typical ground anchors and anchor pads (precast concrete anchor blocks). Excavate to the final excavation surfaces for the anchor pads as shown on the drawings. Excavate using procedures which: (1) prevent over excavation; (2) prevent

ground loss, swelling, or loosening; (3) prevent loss of support for previously installed ground anchor pads (precast concrete anchor blocks); (4) prevent loss or increase of soil moisture on the excavation face behind the ground anchor pads (precast concrete anchor blocks); and (5) prevent ground freezing.

Access to all benches must be approved by the CO.

Excavate and install the top two (2) rows of anchors first. Do not allow the vertical excavation distance to exceed the bench elevations shown on the drawings. After the top two rows of anchors have been installed, install anchors from the bottom row up. Excavate and install anchors in a manner that prevents destabilizing the slope or initiating slope movement. Accomplish backfilling as each horizontal row is completed, tested, accepted and locked-off. Do not excavate immediately above or below any incomplete anchor location.

At the completion of anchor installations:

Match final grade to existing conditions or as shown in the cross-sections. Stabilize all disturbed areas, after final grading, with bonded fiber matrix and turf establishment.

Notify the CO immediately if raveling or local instability of the excavated face behind the anchor pads, or the slope adjacent to the anchor pads, occurs. Temporarily stabilize unstable excavated slopes using methods approved by the CO. Suspend work in unstable areas until remedial measures are developed and approved.

(g) Excavation face, protrusions and obstructions. For anchor pads (precast concrete anchor blocks), remove all or portions of cobbles, boulders, rubble, or other subsurface obstructions encountered on the excavated face behind the anchor pads which protrude more than 3 inches from the designed excavation face. Determine method of removal of protrusions, including method to safely secure remnant pieces which remain in the excavated face and method to promptly backfill voids resulting from the removal of protrusions. Backfill the excavated slope behind concrete anchor pads with a minimum thickness of 3 inches of shotcrete.

208.10. Delete the first paragraph and substitute the following:

208.10 Backfill. Backfill with material as shown on the drawings.

208.10. Delete the phrase “structural backfill” in the first sentence of the third paragraph, and the first sentence of the forth paragraph and substitute “backfill”.

208.10. Add the following:

Flush the exposed faces of the anchor pads (precast concrete anchor blocks) with soil conserved from the excavation.

Section 256. –PERMANENT GROUND ANCHORS

256.01. Add the following:

This work also consists of furnishing, delivering and placing anchor pads (precast concrete anchor blocks) as shown on the plans.

256.02. Add the following:

Structural Concrete	552
Reinforcing Steel	554

256.03. Add the following:

Perform excavation and backfill work under Section 208.

Position the anchor pads (precast concrete anchor blocks) to a tolerance of 3 degrees from the direction indicated on the drawings.

256.04(b). Add the following:

(8) Method used to drill through soil with cobbles and boulders

256.05. Add the following:

Use 8 strands of 7-wire strand anchor (270 kilo-pounds per square inch minimum strength) for all ground anchors.

Provide multiple corrosion-protected ground anchors as shown on plans. Based on the anchor drilling and installation technique selected, provide anchor bond lengths which achieve the design capacities shown on the plans.

256.05(e). Add the following :

(3) Size the bearing plates to the manufacturer's specifications.

256.07. Add the following before the last sentence of the first paragraph:

Remove and redrill anchors outside the 3 percent tolerance.

256.07. Add the following before the first sentence of the second paragraph:

Install the ground anchor so it is centered in the anchor pad (precast concrete anchor block).

256.07. Add the following:

Proceed with production anchor installation upon successful performance load testing.
If proof load testing demonstrates that the specified loading can be achieved in less than 3 days,

construction may proceed at the faster rate.

At the completion of anchor installations, match final grade to existing conditions or as shown in the cross-sections. Stabilize all disturbed areas, after final grading, with type 2-D erosion control product and turf establishment.

256.08(b). Delete the second paragraph and substitute the following:

Performance load a minimum of seven anchors to 1.33D at the locations directed by the CO. Performance test the anchors in each section prior to production anchor installation, and adjust the length of the production anchors as required. Production anchors will be the same length as the test anchors, unless otherwise directed by the CO. Proof load test all production anchors to 1.33D.

Provide certified calibrations for torque wrenches, hydraulic jacks, and related equipment dated not more than 30 calendar days before use on the project. Verify the calibration of any torquing or jacking equipment upon request.

256.08(d). Delete the third sentence and substitute the following:

Upon completion of each load test, lock off each anchor at 1.00D. If the load is not within 5 percent of the specified lock-off load, reset the anchorage and remeasure the lift-off load.

256.10. Add the following:

Measure ground anchors by the linear foot and include proof load testing of all production anchors, as well as all equipment, material and hardware required for installation.

Measure anchor pad (precast concrete anchor block) by the each, including precast concrete, reinforcement, and all equipment, materials and labor required for installation.

Section 271.—GEOTECHNICAL INSTRUMENTATION

Description

271.01 This work consists of furnishing, installing and monitoring three inclinometers and three piezometers to measure ground water levels and slope movements after anchor and anchor block installation.

Construction Requirements

271.02 General. Install three permanent inclinometer casings and three piezometers prior to construction on the slope. Install one inclinometer at the top of the slide, within 10 ft. of the edge of pavement on the Parkway. Install the second inclinometer on the dirt access road at mid-slope. Install the third inclinometer at the toe of the slope just below the last row of anchors. Piezometers should be located in pairs with inclinometers, with a minimum 10 feet spacing

to minimize interference between instruments. Make the following minimum instrument readings: Prior to the first day of construction, twice during the first week of construction, and weekly throughout the duration of construction, or as directed by the CO; provide readings to the CO within 3 days of taking the measurements.

Install three piezometers with 2-inch I.D., Schedule 40 PVC pipe, and 20 feet of .001- inch slotted screen riser pipe in 4-inch diameter boreholes well below the groundwater table or as directed by the CO. Estimated lengths of piezometers range from 40 to 70 feet below ground surface. Extend the PVC pipe 18 inches above the ground surface and provide 5 foot long , 4-inch diameter, HW steel pipe with a locking cap with 3'-6" embedment length below the ground surface, grouted in place. Backfill borehole with clean sand to 1 foot above riser pipe, seal with 12-inch thickness of bentonite pellets, and the backfill with native soil to the bottom of the steel pipe. Provide a steel locking cap and key for each piezometer.

Install three, 2.75-inch round PVC inclinometer (slope indicator) casings, in accordance with the manufacturer's recommendations, and as directed by the CO. Grout the annulus between the inclinometer casing and the borehole from the ground surface to a depth of 5-feet. Provide 4-inches of inclinometer casing to stick-up above the ground surface. Provide a steel locking cap.

271.03 Acceptance. Geotechnical instrumentation will be evaluated under Subsection 106.02

Measurement

271.04 Measure the Section 271 items listed in the bid schedule according to Subsection 109.02.

Payment

271.05 The accepted quantities will be paid at the contract price per unit of measurement for the Section 271 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 301.—UNTREATED AGGREGATE COURSES

301.03. Add the following after the second paragraph:

Submit the representative 300-pound sample to the EFLHD Central Laboratory in Sevierville, Tennessee.

301.03. Add the following:

If an alternate State gradation is produced as provided in Subsection 703.05, notify the CO in writing. If the target values with respect to the State gradation are not identified, they will be the midpoint of the allowable State specification band.

Section 401.—SUPERPAVE HOT ASPHALT CONCRETE PAVEMENT

401.01. Add the following:

Asphalt binder is designated as performance grade PG 64-22

401.03. Add the following:

At the option of the contractor, a State Highway Department Superpave Hot Asphalt Concrete mixture may be submitted for approval that has the same nominal maximum size aggregate, traffic level (design ESAL), and asphalt binder grade as specified.

401.03(a). Delete the first sentence and substitute the following:

Do not use mixes with over 15 percent recycled asphalt pavement in the top lift.

401.03(b). Add the following:

For State Department of Transportation mixes, submit a job-mix formula that is currently approved and has been tested by the State within a year of the date of intended use. Include documentation from a State highway official certifying that it is an approved State mix.

For percentages of recycled asphalt pavement greater than 15 percent, the contractor must submit a quality control plan showing sufficient control of the recycled asphalt pavement.

Submit all materials and information to the EFLHD Central Laboratory in Sevierville, Tennessee.

401.03(c). Add the following:

Allow a minimum of 21 calendar days for verification of each job-mix formula after receipt of all materials and information at the EFLHD Central Laboratory.

401.13. Add the following:

Begin paving operations at the furthest location from the asphalt plant and proceed towards the plant.

Section 552.—STRUCTURAL CONCRETE

552.03(b). Add the following:

Submit qualifications of precast concrete supplier to the CO two weeks prior to beginning precast work, providing a minimum 5 years experience in manufacturing precast concrete pads and qualifications of foreman and superintendent

Use Type I or II portland cement in all concrete.

552.03(v). Add the following:

Provide Class A (*AE*) concrete with a minimum 28-day compressive strength of 4000 pounds per square inch.

552.09(b)(4). Add the following:

Provide for compressive strength testing of the concrete cylinders by an independent laboratory, qualified to perform the testing, and as approved by the CO.

552.20. Delete the last sentence and substitute the following:

Measure structural concrete class A(AE) for anchor pad (precast concrete anchor block) under Section 256.

Measure excavation under Section 208.

Section 554.—REINFORCING STEEL

554.01. Delete the first sentence and substitute the following:

This work consists of furnishing and placing epoxy-coated reinforcing steel and epoxy-coated spiral reinforcement for the construction of anchor pads (precast concrete anchor blocks).

554.08. Delete the first sentence of the first paragraph and substitute the following:

Place, fasten, and support the bars according to the *CRSI Manual of Standard Practice*. Use precast concrete blocks or metal supports.

554.11. Add the following:

Measure epoxy-coated and spiral reinforced steel for anchor pad (precast concrete anchor block) under Section 256.

Section 619.—FENCES, GATES, AND CATTLE GUARDS

619.01. Delete and substitute the following:

This work consists of installing two government provided gates that are to be removed and returned to the government upon completion of the project.

Section 624.—TOPSOIL

624.04. Add the following after the second paragraph:

Where topsoil will be placed on slopes on which the character of the subsoil will not blend with the topsoil, work the topsoil into the subsoil to eliminate any slip-plane between the 2 materials and leave a sufficient cover of topsoil to ensure germination of the seed.

Section 625.—TURF ESTABLISHMENT

625.01. Add the following:

The work does not include areas previously protected by soil erosion control measures according to Section 157, and upon which permanent suitable vegetation has started growth.

625.03. Add the following:

Thoroughly clean all equipment used for seeding prior to use on this project. This equipment will be subject to inspection at the CO's discretion. This is to preclude the introduction of exotic vegetation into the park. Make restitution for the removal of the exotic vegetation as described in Section 107.

Deliver seed, fertilizer, and lime in acceptable condition in original, unopened containers.

625.04. Delete the second paragraph and substitute the following:

Spread fertilizer and limestone evenly across slope utilizing the hydraulic seeding process.

625.05. Add the following:

Apply water in a manner not to create erosion as approved by the CO.

625.06. Add the following:

Submit manufacturer's specifications for fertilizer.

Apply limestone and fertilizer at the following rates per acre:

<u>Item</u>	<u>Rate</u>
Agricultural Limestone (85% CaCO ₃)	6000 lbs/acre
Fertilizer (7-2-3, organic, slow release)	1800 lbs/acre

For existing and furnished soil, submit a soil analysis report from the State University Agricultural Extension Service or other approved soil testing laboratory. Include in the report the soil textural classification (percentage of sand, silt, clay and organic matter) and additive

recommendations. Amend soil in accordance to recommendations provided in the soil analysis report.

625.06(b). Delete item (b) and substitute the following:

Add fertilizer to the slurry as described in Section 625.07(b).

625.07(b). Delete the text of this subsection and substitute the following:

Hydro seeding. Perform the hydro-seeding using a two step method:

Step 1. Use a hydro-type equipment capable of providing a uniform application using water as the carrying agent. Add a tracer material consisting of wood fiber mulch to the water. Apply the tracer material at a rate of 400 pounds per acre to provide visible evidence of uniform application. Add lime and fertilizer to the slurry and mix before adding seed. Apply the lime, fertilizer, and seed in one application. Add lime and fertilizer to areas inaccessible to hydro-type equipment by hand. Apply the seed at the pure live seed rate per acre as specified. Add the seed to the water slurry no more than 30 minutes before the application. Seed by hand areas inaccessible to seeding equipment. Do not use seed that has become wet, moldy, or otherwise contaminated or damaged.

Step 2. Broadcast seed areas inaccessible to hydroseeding at a rate 1 ½ times the hydroseed rate. Seed any other areas to be broadcast seeded at the same rate. Sow seed with mechanical device that spreads evenly over a given area at the specified rate of coverage per square foot or acre.

Seed Mix Design: Seed design mixes for various seasons during project.

March 1 to September 31

Name of Seed	Shoulders/Ditches		Slopes	
	Lbs/Acre	Lbs/1000	Lbs/Acre	Lbs/1000
Summer Annual Rye	65	1-1/2	65	1-1/2
Fescue, chewings	110	2-1/2	110	2-1/2
Fescue, K31	87	2	87	2
Red Top	22	1/2	22	1/2

October 1 to March 1

Name of Seed	Shoulders/Ditches		Slopes	
	Lbs/Acre	Lbs/1000	Lbs/Acre	Lbs/1000
Fescue, chewings	65	1-1/2	38	7/8
Fescue, K31	27	5/8	76	1-3/4
Winter rye grain (Dec. 1-Feb. 15)	44	1	44	1

Submit 1 pound sample, and grower's figures on pure live seed ratio for each type of grass to be seeded.

625.10. Add the following:

Acceptance will not be granted until the permanent seeding has properly germinated, a minimum turf coverage of 95 percent has been obtained on all areas seeded, and the turf has reached a minimum overall height of 3 inches as approved by the CO. Furnish vendor signed copies certification that each lot of seed has been tested by a recognized laboratory of seed testing within 12 months of delivery date.

625.12. Add the following:

Payment for turf establishment shall be made at the rate of 50 percent upon application and the remaining 50 percent at acceptance.

Section 626.—PLANTS, TREES, SHRUBS, VINE, AND GROWDCOVERS

626.01. Delete the subsection and substitute the following:

This work consists of furnishing and planting bare root saplings on disturbed slope in locations directed by the CO.

626.03. Delete the first paragraph and substitute the following:

Do not plant in frozen ground, when snow covers the ground, when the ambient temperature is expected to drop below 40 °F, or when the soil is saturated, extremely dry, cloddy, hard pan, not friable, or is otherwise unsatisfactory for planting.

626.03. Delete the second sentence of the second paragraph.

626.04. Add the following:

Deliver saplings to the project in unbroken bundles. Do not break the bundles until the saplings are ready to plant unless directed otherwise by the supplier or the CO.

626.05. Delete the second, third and fourth sentences of the first paragraph and add the following:

Protect saplings from heat, drying, wind, sun and freezing temperatures at all times. Keep the bundles of saplings cool and the roots moist until they are ready to be planted. Refrigerate saplings at 35 °F to 45 °F if the planting of the saplings is delayed. Replace all damaged saplings as directed by the CO.

626.05. Delete the second, third and fourth paragraphs and items (a) and (b).

626.05. Delete the last paragraph and substitute the following:

Install all plant material received on site within 10 days.

626.06. Delete all but the first paragraph.

626.06. Delete the last sentence of the first paragraph.

626.07. Add the following after the first paragraph:

Do not open bundles of saplings until they are ready to be planted. Open only one bundle at a time. Remove from the bundle only the number of saplings that can be planted within two to three hours. Carry saplings in a planting bag or a pail lined with burlap or peat moss as approved by the CO. Remove only one sapling at a time from the planting bag or pail.

626.07. Delete the second paragraph.

626.07. Delete item (a) and substitute the following:

Plant as follows: Use a Planting Bar that has a spade long enough to allow the sapling roots to be fully extended and loosely place in the planting hole. Plant saplings at the same depth that they were grown in at the nursery and make certain that the roots are wet prior to planting. Make certain that the planting hole is deep enough to allow the roots to be fully extended in the planting hole. Make certain that the roots are not curled, tangled or bunched and that no air pockets exist around the root system after the plant is backfilled.

626.07. Delete items (b) and (c)

626.07. Add the following:

Plant List: Project specific plant schedule:

Plant List					
Botanical Name	Common Name	Quantity	Size	Root Condition	Height
Acer Rubrum	Red Maple	30	Whips	Bare Root	2 to 3 feet
Liriodendron Tulipifera	Tulip Poplar	70	Whips	Bare Root	2 to 3 feet

626.08. Delete and substitute the following:

Have an approved lab test the existing soil to determine if the nutrient levels in the soil are adequate. If it is determined that nutrients are required the lab shall recommend the levels of nitrogen, phosphorous, potash, lime, etc. to be added to the soil. Use slow-release nutrient tablets placed at least three inches away from the root system if additional nutrients are required.

626.09. Delete and substitute the following:

Water saplings immediately after planting and every seven to ten days after the initial planting until the project Final Acceptance has been granted or as directed by the CO.

626.10. Delete the subsection.

626.11. Delete the subsection.

626.12. Delete the subsection

626.13. Delete and substitute the following:

The plant establishment period is defined as the period from planting to the date of Final Acceptance of the project.

626.14. Delete the third paragraph and substitute the following:

Replace any dead or dieing saplings prior to Final Acceptance of the project as directed by the Co. All viable saplings shall be considered accepted as of the date of Final Acceptance of the project.

Section 633.—PERMANENT TRAFFIC CONTROL

633.01. Delete the second paragraph and substitute the following:

Sign panels are designated as aluminum.

633.03. Add the following after the first sentence:

Furnish signs also meeting the requirements of the National Park Service Uniguide Sign System Manual. See <http://www.nps.gov/hfc/acquisition/uniguide.htm>

633.03. Add the following:

Paint supports, backs and edges of sign panels with Benjamin Moore, Moorgard, exterior latex low luster paint, Federal Standard 595B Color No. 20059 (brown), or approved equal.

Furnish aluminum sign panels.

Furnish wood posts.

633.05. Add the following after the first sentence of the first paragraph:

For all legends on guide signs, use ASTM Type VIII, IX, X, or 3M DG3 retroreflective sheeting.

Section 634.—PERMANENT PAVEMENT MARKINGS

634.03. Add the following to the first paragraph:

Place traffic markings before a winter suspension of paving operations.

Section 635.—TEMPORARY TRAFFIC CONTROL

635.02. Delete the Construction sign panels Section reference and substitute the following:

Construction sign panels	633
--------------------------	-----

635.03. Add the following:

For all signs and other devices requiring orange color, use fluorescent red-orange color.

635.03(i). Add the following:

Submit a certification that the devices have been successfully crash tested to meet the requirements of NCHRP 350 and/or have been accepted by the FHWA.

635.07. Delete the last sentence and substitute the following:

Remove or completely cover all unnecessary signs, or signs that conflict with the construction signing or Traffic Control Plan. Cover signs that are not removed so that no part of the covered sign is visible to traffic. Provide sign covers for temporary signs meeting the following requirements:

- a) Large enough to completely cover the sign.
- b) Easy to attach to and remove from the sign without damaging the sign face. Do not use adhesives, glues, tapes, or mechanical fasteners that mar the sign face.
- c) Black, non-reflective, and opaque.
- d) Made of plywood (minimum of 3/8-inches thick), aluminum (minimum of 0.040 inches thick), or sheet metal of a sufficient thickness that the covering will not be lifted, bent or damaged by wind.
- e) Durable enough to resist deterioration due to weathering and atmospheric conditions for the duration of the project.

635.07. Add the following:

Furnish 16-inch by 16-inch flags for high level warning devices that are orange or fluorescent red orange in color.

635.11. Add the following after the second sentence of the first paragraph:

Use temporary barriers that meet test level TL-3 criteria, per NCHRP Report 350 for crashworthiness standards.

635.11. Delete the second paragraph and substitute the following:

Mount flexible plastic 6-inch by 6-inch delineators with Type III or IV retroreflective sheeting to the top of concrete barriers on 25-foot centers. Furnish white sheeting when the delineator is to the right of traffic and yellow when to the left.

635.16. Delete the first sentence of the first paragraph and substitute the following:

Use a shadow vehicle (17,600 to 19,800 pound gross vehicle mass) equipped with a truck-mounted attenuator (crash cushion) attached to the rear of the vehicle, exterior flashing yellow dome light, and an advance warning arrow panel.

635.17. Add the following:

Patch the travelway after milling to provide a smooth, uniform traveling surface before reopening travel lanes to traffic as directed by the CO.

635.19. Delete the first sentence of the first paragraph and substitute the following:

Install an FHWA-approved temporary crash cushion conforming to test level TL-3 criteria, per NCHRP Report 350 for crashworthiness standards.

635.20. Add the following:

Time the temporary signal system in accordance with the operating modes listed in Subsection 636.04.

Section 637. — FACILITIES AND SERVICES

637.02. Add the following:

Locate the Government field office where high-speed Internet access, as described in Subsection 637.03(a)(7), is available. For urban projects locate the field office within 5 miles of the project site. For rural projects locate the field office within 15 miles of the project site. In remote locations where high-speed Internet service is not available, the field office distance range may be extended or waived by the CO. All field office locations are subject to approval by the CO.

637.03. Delete the third and fourth sentences of the first paragraph and substitute the following:

Provide local and long distance telephone services. The Government will be responsible for the cost of long distance calls made by Government employees for Government business and charged against this phone service. Bill the Government separately for these charges.

637.03(a). Add the following:

Divide the field office into 3 areas by permanent walls with hinged doors. If window air conditioning is provided, provide a separate unit for each room.

Clean the field office weekly to the approval of the CO.

Supply the following equipment in the field office:

(1) Copy machine. One self-feeding plain paper photo copying machine with the following minimum capabilities:

- (a) Automatic document feeder capable of making at least 8 copies per minute;
- (b) Reproducing copies at standard sizes up to and including 11 x 17 inches; and
- (c) Reducing 11 x 17 inches plan sheets to 8 ½ x 14 inches legal size and to 8 ½ x 11 inches letter size.

Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

(2) Printer. One plain paper printing machine with printing capabilities of standard sizes up to and including 11 x 17 inches. The printer must be capable of printing from direct personal computer (PC) and local area network (LAN) hookups. The printer may be one machine in combination with the copy machine. Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

(3) Facsimile (FAX) machine. One FAX machine with the following minimum capabilities:

- (a) Automatic document feeder with a minimum capacity of 20 pages;

- (b) Sending standard size documents up to and including 11 x 17 inches;
- (c) Printing on plain paper; and
- (d) Automatic dial/redial.

The FAX machine may be one machine in combination with the copy machine. Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

(4) Telephone. Two dual line telephones (touch tone, hold button, intercom, and conference calling capabilities) with 2 separate lines, for the exclusive use of the CO.

(5) Answering machine. One digital answering device capable of answering, recording, storing, and playing back messages at least 30 minutes in length.

(6) Cellular telephone. Two durable, hand held digital/cellular wireless telephone(s), manufactured by Motorola/Nextel, or approved equal, for the use of the CO. Furnish cellular telephone(s) that are similar or compatible with the Contractor's key field personnel (Project Superintendent, and Traffic Control Supervisor) to enable the direct communication between the CO and the Contractor's key field personnel. Furnish each cellular telephone(s) with the following minimum capabilities:

- (a) Direct Connect feature, or equivalent, to communicate onsite with Contractor's key field personnel;
- (b) Voicemail capable of answering, recording, storing, and playing back messages at least 30 minutes in length;
- (c) Hands free device that can be used safely and effectively while driving, and is acceptable by the local law enforcement agencies;
- (d) Customized communication configuration, independent of the other units, so that the CO may limit any features if necessary;
- (e) Carrying case that can be worn on the belt and is appropriate for use on construction projects; and
- (f) Other necessary cellular telephone accessories including a cigarette lighter power adapter/charger.

The cellular telephone plan shall provide the necessary amount of monthly Direct Connect airtime and monthly Digital/Cellular airtime for use on the project. Ensure that each unit has unlimited Direct Connect capabilities and each unit is equipped with a minimum of 600 minutes per month of local and long distance airtime for official business only.

(7) High-speed Internet access. Provide, install, and maintain high-speed Internet access service having at least 768kbps download and 256kbps upload speed. The high-speed Internet access service can be provided via DSL, FIOS, a dedicated T1 line, or cable. Alternate Internet access service options may be submitted to the CO for approval. The system must include a modem and a router with a firewall or a router and a firewall appliance. The system must have the capability to support simultaneous Internet access of at least 3 workstations connected by Category 6 RJ45 LAN office drop cables. If the router supports wireless Internet access, this feature must be disabled. Wireless Internet access does not meet U.S. DOT security requirements and is not acceptable. The firewall configuration must be submitted to the CO for approval and cannot be changed after it is approved, unless a change request is submitted and approved in advance. Only U.S. DOT equipment is to be connected to the system.

If any equipment supplied becomes defective, is stolen, or for any other reason does not function as intended, replace the equipment with an equal or better unit at no additional cost to the Government. Replace any defective equipment within eight hours after being notified by the CO.

The Contractor will retain ownership of all equipment supplied by the Contractor. The CO will notify the Contractor when the equipment is no longer needed and request its removal.

Section 703.—AGGREGATE

703.02. Add the following:

Gravel will not be permitted.

703.05(a). Delete items (3) and (4).

703.05(b). Add the following:

(3) Plasticity Index, AASHTO T90

3 Max

703.05(b). Add the following:

Material shall have a minimum California Bearing Ratio of 70 percent, as determined by AASHTO T 193 at 95 percent of maximum dry density in accordance with AASHTO T 180 (Method D).

703.05(b)(1). Add the following:

At the option of the Contractor, the gradation only of the aggregate base may conform to the requirements of Section 1010-1 Aggregate Base Course – General, Table 1010-1, Aggregate Base Course, as specified in the July 2006 Edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures, which is as follows:

Aggregate Base Course
Gradation Acceptance Ranges

Sieve Designation	Percentage by Weight Passing	Allowable Deviation
1-1/2"	100	0
1"	75-97	11
1/2"	55-80	12
#4	35-55	10
#10	25-45	10
#40	14-30	8
#200	4-12	4

Material Passing No. 10 Sieve (Soil Mortar)

Sieve Designation	Percentage by Weight Passing	Allowable Deviation
#40	40-84	22
#200	11-35	12

Section 713.—ROADSIDE IMPROVEMENT MATERIAL

713.01. Add the following:

For furnished topsoil, submit a soil analysis report from the State University Agricultural Extension Service or other approved soil testing laboratory. Include in the report the soil textural classification (percentage of sand, silt, clay and organic matter) and additive recommendations. Amend soil in accordance to recommendations provided in the soil analysis.

Adjust the rate of limestone in accordance to the recommendation provided by the soil testing laboratory.

Furnished topsoil is to be subsurface soil, clean and free of exotic weeds. Seek a source or topsoil where it is possible to get below the root zone of any established vegetation. Source is to be approved by the CO, after inspection by the NPS. Notify the CO in advance to allow the NPS 14 days advance notification to inspect the source. If it is found to be unsuitable, locate another source and provide the NPS the same number of days to inspect the new source. Stockpiled material in Contractor's yard area is considered unsuitable. Do not excavate the material prior to approval of the source.

Furnish soil for aggregate-topsoil course from approved sources.

Furnish topsoil for aggregate-topsoil course from Contractor sources.

713.02. Delete items (a) and (b) and substitute the following:

Limestone--Agricultural limestone containing a minimum of 85% calcium carbonate or equivalent, meeting the following gradation:

100% passing a 10-mesh sieve,
98% passing a 20-mesh sieve,
55% passing a 60-mesh sieve, and
40% passing a 100-mesh sieve.

Use a maximum of 0.17 pounds of limestone per cubic foot of topsoil in order to adjust an acidic condition.

713.03. Delete and substitute the following:

Furnish Biosol Mix fertilizer containing the following minimum available nutrients:

Total Nitrogen:	7.0%
Nitrogen (water soluble):	0.5%
Available phosphoric acid:	2.0%
Water soluble potash:	3.0%

Supply the fertilizer in new, clean, sealed, and properly labeled containers with name, mass and guaranteed analysis of contents clearly marked.

713.06(b). Add the following:

The genus, species, and cultivar names shall agree with the nomenclature of the most current edition of "Hortus Third" by L.H. Bailey, Hortorium, Cornell University.

Provide durable tags, stating the date of installation, correct botanical name and size in weather-resistant ink or embossed letters. Secure the tags to each tree, shrub, and other plant materials in a manner which will not restrict growth. Leave the tags on all trees, shrubs, and other plant materials until final acceptance by the CO.

713.17(h). Delete and substitute the following:

Install Type 2D Erosion Control Blanket. Construct the Type 2D Erosion Control Matting from a 70% weed-seed free agricultural straw / 30% coconut matrix stitch bonded with biodegradable thread between two natural fiber nets (North American Green BioNet SC150BN, Greenfix America CFS072B, or approved equal). Furnish sterilized straw that is fumigated with methol-bromide or other acceptable method and USDA certified, to preclude introducing foreign seed when installing the erosion control Do not use photodegradable webbing. Install according to manufacturers recommendations.

Section 722.—ANCHOR MATERIAL

722.02(e). Delete the first sentence of the third paragraph and substitute the following:

For permanent ground anchors, furnish grout capable of reaching a cube strength (AASHTO T 106) of 4,000 pounds per square inch in 7 days.

PERMITS OBTAINED FOR THIS PROJECT



North Carolina Department of Environment and Natural Resources

Division of Land Resources

Land Quality Section

James D. Simons, PG, PE
Director and State Geologist

Michael F. Easley, Governor
William G. Ross Jr., Secretary

July 28, 2008

LETTER OF APPROVAL WITH MODIFICATIONS

U.S. Department of Transportation
Federal Highway Administration
Attn: Kevin S. Rose
21400 Ridgetop Circle
Sterling, VA 20166

RE: Project Name: Blue Ridge Parkway Repair at Mile Post 270
Project ID: Wilke-2008-033
County: Wilkes
River Basin: Yadkin
Stream Classification: Trout
Submitted By: U.S. Department of Transportation
Date Received by LQS: 7-24-08
Plan Type: Revised

2008 JUL 31 AM 8:06

RECEIVED

Dear Mr. Rose:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable with modifications and hereby issue this letter of Approval With Modifications. The Modifications Required for Approval are listed on the attached page. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

Please be advised that Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, you should consider this letter to give the Notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

North Carolina's Sedimentation Pollution Control Program is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, it is determined that the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North

Winston-Salem Regional Office

585 Woughtown Street, Winston-Salem, North Carolina 27107 • Phone: 336-771-5000 / FAX: 336-771-4631

Letter of Approval with Modifications
U.S. Department of Transportation
July 28, 2008
Page 2 of 3

Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please be aware that your project will be covered by the enclosed NPDES General Stormwater Permit NCGO1000 (Construction Activities). You should first become familiar with all of the requirements for compliance with the enclosed general permit.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you have provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,



Clif Whitfield, P.G.
Assistant Regional Engineer
Land Quality Section

Enclosures: Certificate of Approval
Modifications Required for Approval
NPDES Permit

cc: WSRO Files
WSRO DWQ

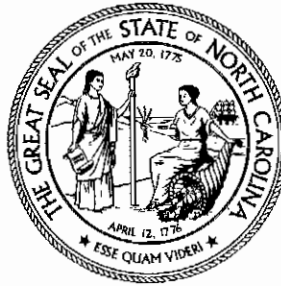
MODIFICATIONS REQUIRED FOR APPROVAL

Project Name: Blue Ridge Parkway Repair at Mile Post 270
Project ID: Wilke-2008-033
County: Wilkes

1. All borrow and waste material for this site must be obtained/disposed at sites covered by a mining permit, landfill permit, or erosion and sedimentation control plan. Otherwise, the borrow area/disposal site must cover an area less than one acre and it must be protected with adequate erosion and sedimentation control measures.

CERTIFICATE OF PLAN APPROVAL

with



Modifications

The posting of this certificate certifies that an erosion and sedimentation control plan has been approved for this project by the North Carolina Department of Environment and Natural Resources in accordance with North Carolina General Statute 113A - 57 (4) and 113A - 54 (d) (4) and North Carolina Administrative Code, Title 15A, Chapter 4B.0107 (c). This certificate must be posted at the primary entrance of the job site before construction begins and until establishment of permanent groundcover as required by North Carolina Administrative Code, Title 15A, Chapter 4B.0127 (b).

Blue Ridge Parkway Repair at Mile Post 270

Project Name and Location

7-28-08

Date of Plan Approval

Wilke-2008-033



C. M. Lutz
Asst. Regional Engineer

STORMWATER INSPECTIONS FOR GENERAL PERMIT NCG010000 -- LAND DISTURBING ACTIVITIES

PROJECT: _____ **MONITORING FOR THE WEEK BEGINNING:** _____

All erosion and sedimentation control facilities and stormwater discharge outfalls must be inspected at least once (twice, if on 303(d) listed stream for construction related parameters*) per seven calendar days and within 24 hours of a rainfall of 0.5 inches per 24 hours. Permittee must keep a record of inspections.

RAINFALL: Gauge must be maintained on site

Date Of Rain	Amount (inches)	Name

By this signature, I certify (in accordance with Part II Section B, 10 of the NCG010000 permit) that this report is accurate and complete to the best of my knowledge:

(Signature of Permittee or Designee)

EROSION AND SEDIMENTATION CONTROL FACILITIES INSPECTED: Identification of all facilities may require additional pages.

Facility Identification (all measures)	Date of inspection	Time of inspection	Name of inspector	Operating Properly (Y/N)	Describe corrective actions taken (may need to attach additional information)

OBSERVATIONS OF RUNOFF AT STORMWATER DISCHARGE OUTFALLS: Take immediate corrective action to control the discharge of sediments outside the disturbed limits of the site. May require additional pages.

Stormwater Discharge Outfall Identification	Date of inspection	Time of inspection	Name of inspector	Clarity (1-10)	Floating solids (1-10)	Suspended Solids (1-10)	Oil sheen (Y/N)	Other obvious indicators of stormwater pollution (list & describe)	Visible sediment leaving the site? (Y/N)	If yes, describe actions taken to prevent future releases (may need to attach additional information)	Describe measures taken to clean up sediment outside of the disturbed limits (may need to attach additional information)

Clarity: Choose the number which best describes the clarity of the discharge where 1 is clear and 10 is very cloudy

Floating Solids: Choose the number which best describes the amount of floating solids in the discharge where 1 is no solids and 10 the surface is covered in floating solids

Suspended Solids: Choose the number which best describes the amount of suspended solids in the discharge where 1 is no solids and 10 is extremely muddy

Has all land disturbing construction been completed? _____ (Y/N) **Has the final permanent ground cover been completed & established?** _____ (Y/N)

* 303(d) listed streams for construction related parameters – The latest approved list may be obtained from the Division of Water Quality, or from the following website location:
<http://h2o.enr.state.nc.us/sul/construction303d>



NPDES Stormwater Discharge Permit for Construction Activities

Cover Sheet for NCG010000

Last Revised 12/11/2006



Did you know?

In North Carolina, excess stormwater volumes and blankets of sediment covering aquatic habitat cause more streams in the state to lose their ability to support aquatic life *than any other pollution problem*¹.



What is it?

This is your **Stormwater Permit**. It is separate from your Erosion and Sedimentation Control (E&SC) Plan.

Your project is subject to this permit **in addition to** the approved E&SC Plan because all construction activities disturbing 1 or more acres of land are subject to stormwater permitting requirements under the National Pollutant Discharge Elimination System (NPDES). You have been given a copy of **General Permit No. NCG010000** (attached) and granted coverage under this General Stormwater Permit.

Why is this permit required, and why is it important?

Federal regulations adopted by the U.S. Environmental Protection Agency (EPA) and North Carolina Division of Water Quality (DWQ) require an NPDES permit for your project. The EPA has delegated DWQ the authority to administer the NPDES program in North Carolina.

You must comply with the applicable terms and conditions of this Stormwater Permit, and you are subject to enforcement by the Division of Water Quality for any violations.

In just one rain event, poor erosion & sediment control practices can contribute *nearly a ton of sediment per acre to a*



Sediment-filled creek downstream of a construction site.

*stream*². That can cause long-term devastation to receiving waters!

So remember, compliance with this permit helps protect our lakes, streams, rivers, and coastal waters.

²From *Pollutant Export from Various Land Uses in the Upper Neuse River Basin* (Line, Daniel E. et al.) and DWQ staff communication with authors about the study.

What does this permit require me to do?

You should read and become familiar with the provisions and conditions of this permit. Here are some highlights:

Erosion & Sedimentation Control Plan

You must implement the Erosion and Sedimentation Control Plan approved for your project by the N.C. Division of Land Resources (DLR) or by an approved local program. Adherence to that E&SC Plan is an enforceable component of the Stormwater Permit.

¹From the *Draft North Carolina Water Quality Assessment and Impaired Waters List (2004 Integrated 305(b) and 303(d) Report)*.

Monitoring – BMP & Outfall Inspections

You must inspect all erosion and sedimentation control facilities **at least once a week**. If you discharge to certain impaired waters, you must inspect these facilities **twice a week** (see permit). Impaired waters on the latest EPA approved 303(d) list as a result of construction-related parameters can be found here:

<http://h2o.enr.state.nc.us/su/construction303d>

You must inspect all E&SC facilities within 24 hours **after any**

storm event greater than a half inch (during a 24-hr period).

You must observe runoff at your stormwater outfalls just as often as above for characteristics listed in the permit (clarity, solids, etc.).

You must keep records of these inspections.

Operation & Maintenance (O&M)

You must provide the operation and maintenance (O&M) necessary to maintain optimal performance of stormwater controls. This means you must **take corrective action** if

What does this permit require me to do? (cont.)

E&SC facilities are not operating properly! O&M includes things like:

- ✓ Regularly cleaning out sedimentation basins
- ✓ Stabilizing eroded banks or spillway structures
- ✓ Repairing/clearing out inlets and outlets
- ✓ Repairing piping, seepage, mechanical damage
- ✓ Repairing silt fence damage



Silt fence maintenance

fuels, coolants, hydraulic fluids, etc.

- You must follow federal guidelines and label restrictions when using herbicides, pesticides, and fertilizers.
- You must properly dispose of demolition debris and other building material.
- You must properly manage disposal of litter and sanitary waste.

Reporting

Regular inspections are a good chance to check impacts to nearby waters. If you observe significant amounts of sediment in the stream, notify the DWQ regional office within 24 hours and provide written notice within 5 days (See

Part II, Section E of the Permit). Please copy correspondence to DLR.

It's not just Erosion & Sedimentation Control!

- You must prevent stormwater contamination from the equipment used during construction. This includes preventing spills of oil,

Non-Compliance and Fines

Take compliance seriously! Projects that violate Stormwater Permit conditions and/or have unauthorized water quality impacts are subject to fines. **Civil penalties** of up to \$25,000.00 per day for each violation may be assessed.

What do I need to keep on site?

- ✓ Copy of the approved E&SC Plan, including any revisions
- ✓ A rain gauge
- ✓ Records of rainfall amounts and dates
- ✓ Records of E&SC facility/Best Management Practice (BMP) inspections
- ✓ Records of stormwater discharge outfall and stream inspections/observations. (See attached example log sheet).

Who inspects me for what?

DWQ coordinates with the Division of Land Resources' Land Quality Section to ensure compliance with NC Rules and Regulations regarding construction activities and their impact on water quality. That means your operation is subject to enforcement by both Divisions.

In general, DLR staff will be inspecting your site on a regular basis. However, DWQ staff may per-

form inspections as well. These inspections may be routine in nature, or the result of public complaints or problems reported by DLR.

- ✓ NC DLR (or a delegated local program) will inspect the site for compliance with your approved E&SC Plan.
- ✓ NC DWQ investigates complaints and inspects for adverse impacts to water quality and stream standard violations (such as sediment in the stream).
- ✓ NC DWQ may inspect the site for compliance with this Stormwater Permit.

Do I need to file a Notice of Intent (NOI)?

No. Once your E&SC Plan is approved, you are automatically covered under NCG010000, and you do not need to file an NOI for a Certificate of Coverage (COC) from DWQ. However, if you do not wish to be covered by this General Permit, you must apply to DWQ for an individual NPDES Stormwater Permit.

Who can help me with questions?

Questions about Stormwater Permit requirements can be addressed to the Division of Water Quality Regional Offices:

Asheville Office.....	(828) 296-4500	Washington Office.....	(252) 946-6481
Fayetteville Office.....	(910) 433-3300	Wilmington Office.....	(910) 796-7215
Mooresville Office.....	(704) 663-1699	Winston-Salem Office....	(336) 771-5000
Raleigh Office.....	(919) 791-4200	Central Office.....	(919) 733-5083



For more information about the Programs of the Division of Water Quality's Stormwater Permitting Unit, see our home page at:
<http://h2o.enr.state.nc.us/su/stormwater.html>

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WATER QUALITY**

GENERAL PERMIT

**TO DISCHARGE STORMWATER UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

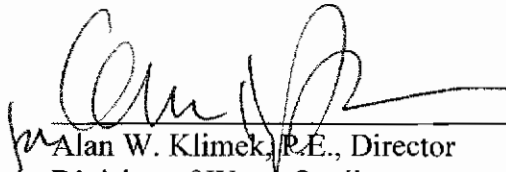
In compliance with the provision of North Carolina General Statute 143-215.1, other lawful standards and regulations promulgated and adopted by North Carolina Environmental Management Commission and the Federal Water Pollution Control Act as amended,

All owners or operators of stormwater point source discharges associated with construction activities including clearing, grading and excavation activities resulting in the disturbance of land are hereby authorized to discharge stormwater to the surface waters of North Carolina or to a separate storm sewer system conveying stormwater to the surface waters.

The General Permit shall become effective on October 3, 2006.

The General Permit shall expire at midnight on September 30, 2008.

Signed this day October 3, 2006.



Alan W. Klimek, P.E., Director

Division of Water Quality

By the Authority of the Environmental Management Commission

PERMITTED ACTIVITIES

Until this permit expires or is modified or revoked, the permittee is authorized to discharge stormwater which has been adequately treated and managed in accordance with an approved Erosion and Sedimentation Control Plan by the North Carolina Division of Land Resources, Land Quality Section, or a delegated local program under the provisions and requirements of North Carolina General Statute 113A - 54.1 to the surface waters of North Carolina or to a separate storm sewer system. All discharges shall be in accordance with the attached schedules as follows:

Part I: Monitoring, Controls, and Limitations for Permitted Discharges
Part II: Standard Conditions

Any other point source discharge to surface waters of the state is prohibited unless covered by another permit, authorization or approval. The discharges allowed by this General Permit shall not cause or contribute to violations of Water Quality Standards. Discharges allowed by this permit must meet applicable wetland standards as outlined in 15A NCAC 2B .0230 and .0231 and water quality certification requirements as outlined in 15A NCAC 2H .0500.

This permit does not relieve the permittee from responsibility for compliance with any other applicable federal, state, or local law, rule, standard, ordinance, order, judgment, or decree.

General Permit Coverage

This General Permit is applicable to point source discharges from construction activities disturbing five acres of land prior to March 10, 2003. As of March 10, 2003, this permit will be applicable to point source discharges of stormwater from construction activities disturbing one or more acres of land. The submission of a proposed Erosion and Sedimentation Control Plan to the Division of Land Resources or delegated local program shall be considered to take the place of a Notice of Intent for coverage under this General Permit for those projects requiring this Permit coverage. Coverage under this General Permit shall become effective upon issuance of an approval for the Erosion and Sedimentation Control Plan by the Land Quality Section of the Division of Land Resources or delegated local program. Prior to the commencement of construction and land disturbing activities approval of the Erosion and Sedimentation Control Plan shall be obtained.

Any owner or operator not wishing to be covered or limited by this General Permit may make application for an individual NPDES permit in accordance with NPDES procedures in 15A NCAC 2H .0100, stating the reasons supporting the request. Any application for an individual permit should be made at least 180 days prior to the time the permit is needed.

This General Permit does not cover activities or discharges covered by an individual NPDES permit until the individual permit has expired or has been rescinded. Any person conducting an activity covered by an individual permit but which could be covered by this General Permit may request that the individual permit be rescinded and coverage under this General Permit be provided.

PART I**MONITORING, CONTROLS, AND LIMITATIONS FOR PERMITTED DISCHARGES****SECTION A: FINAL LIMITATIONS AND CONTROLS FOR STORMWATER DISCHARGES**

During the period beginning on the effective date of the permit and lasting until expiration, the Permittee is authorized to discharge stormwater associated with construction activity. Such discharges shall be controlled, limited and monitored as specified below.

1. Prior to the commencement of construction, the permittee shall submit for approval a Erosion and Sedimentation Control Plan (plan) to the Department of Environment, and Natural Resources, Division of Land Resources, Land Quality Section, (or an approved local program) pursuant to the requirements of NC G.S. 113A-54.1 and in conformity with rules adopted by the North Carolina Sedimentation Control Commission.
2. The Permittee shall implement the plan, which has been approved by the approval authority. The approved plan is considered a requirement or condition of this general permit. Deviation from the approved plan, or approved amendment to the plan, shall constitute a violation of the terms and conditions of this general permit except that deviation from the approved plan will be allowed (1) to correct an emergency situation where sediments are being discharged off the site or (2) when minor modifications have been made for the purpose of improving the performance of the erosion and sedimentation control measures and notification of the minor modification has been made to the Division of Land Resources (or approved local program). Such a deviation from the approved plan shall be noted on the approved plan maintained at the job site. During active construction, a copy of the approved plan shall be maintained on the site.
3. Equipment utilized during the construction activity on a site must be operated and maintained in such a manner as to prevent the potential or actual pollution of the surface or ground waters of the state. Fuels, lubricants, coolants, and hydraulic fluids, or any other petroleum products, shall not be discharged onto the ground or into surface waters. Spent fluids shall be disposed of in a manner so as not to enter the waters, surface or ground, of the state and in accordance with applicable state and federal disposal regulations. Any spilled fluids shall be cleaned up to the extent practicable and disposed of in a manner so as not to allow their entry into the waters, surface or ground, of the state.
4. Herbicide, pesticide, and fertilizer usage during the construction activity shall be consistent with the Federal Insecticide, Fungicide, and Rodenticide Act and shall be in accordance with label restrictions.

5. All wastes composed of building materials shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (North Carolina Administrative Code Section 15A NCAC 13B).
6. The Permittee shall control the management and disposal of litter and sanitary waste from the site such that no adverse impacts to water quality occur.

SECTION B: MINIMUM MONITORING AND REPORTING REQUIREMENTS

Minimum monitoring and reporting requirements are as follows unless otherwise approved in writing by the Director of the Division of Water Quality.

1. All erosion and sedimentation control facilities shall be inspected by or under the direction of the permittee at least once every seven calendar days (at least twice every seven days for those facilities discharging to waters of the State listed on the latest EPA approved 303(d) list for construction related indicators of impairment such as turbidity or sedimentation**) and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period. A rain gauge shall be maintained on the site and a record of the rainfall amounts and dates shall be kept by the permittee.

(** The latest approved list may be obtained from the Division of Water Quality, or from the following website location: <http://h2o.enr.state.nc.us/su/construction303d>)

2. Once land disturbance has begun on the site, stormwater runoff discharges shall be inspected by observation for stormwater discharge characteristics as defined below at the frequency in #1 above to evaluate the effectiveness of the pollution control facilities or practices. If any visible sedimentation is leaving the disturbed limits of the site, corrective action shall be taken immediately to control the discharge of sediments outside the disturbed limits.

<u>Stormwater Discharge Characteristics</u>	<u>Monitoring Type¹</u>	<u>Monitoring Location²</u>
Clarity		SDO
Floating Solids		SDO
Suspended Solids		SDO
Oil Sheen		SDO
Other obvious indicators of stormwater pollution		SDO

Footnotes:

¹ Monitoring Type: The monitoring requires a qualitative observation of each stormwater outfall. No analytical testing or sampling is required.

² Sample Location: Stormwater Discharge Outfall (SDO)

3. The operator shall keep a record of inspections. Visible sedimentation found outside of the disturbed limits shall be recorded and a brief explanation kept with the records as to the measures taken to control future releases. Any measures taken to clean up the sediment that has left the disturbed limits shall also be recorded. These records shall be made available to DWQ or authorized agent upon request.

SECTION C: SCHEDULE OF COMPLIANCE

1. The permittee shall comply with Final Limitations and Controls specified for stormwater discharges once disturbance has begun on the site and until completion of construction or development and the establishment of a permanent ground cover..
2. During construction and until the completion of a construction or development and the establishment of a permanent ground cover, the permittee shall provide the operation and maintenance necessary to operate the storm water controls at optimum efficiency.

**PART II
STANDARD CONDITIONS**

SECTION A: DEFINITIONS

1. Act or "the Act" or CWA

The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251, et. seq.

2. Best Management Practices (BMPs)

Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operation procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

3. DWQ or Division

The Division of Water Quality, Department of Environment, and Natural Resources.

4. Director

The Director of the Division of Water Quality, the permit issuing authority.

5. EMC

The North Carolina Environmental Management Commission.

6. Permittee

The person who signed as the financially responsible party on the Erosion and Sedimentation Control Plan.

7. Point Source Discharge

Any discernible, confined and discrete conveyance, including but specifically not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, or concentrated animal feeding operation from which pollutants are or may be discharged to waters of the state.

8. Administrator

The Administrator of the U. S. Environmental Protection Agency.

SECTION B: GENERAL CONDITIONS

1. Duty to Comply.

The permittee must comply with all conditions of this general permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for: enforcement action; certificate of coverage termination, revocation and reissuance, or modification; or denial of a certificate of coverage upon renewal application.

(a) The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.

(b) The Clean Water Act provides that any person who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under sections 402(a)(3) or 402(b)(8) of the Act, is subject to a civil penalty not to exceed \$27,000 per day for each violation. The Clean Water Act provides that any person who negligently violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, or any requirement imposed in a pretreatment program approved under section 402(a)(3) or 402(b)(8) of the Act, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than 1 year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not more than \$50,000 per day of violation, or by imprisonment of not more than 2 years, or both. Any person who knowingly violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than 3 years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than 6 years, or both. Any person who knowingly violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(3)(B)(iii) of the CWA, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions.

(c) Under state law, a daily civil penalty of not more than ten thousand dollars (\$10,000) per violation may be assessed against any person who violates or fails to act in accordance with the terms, conditions, or requirements of a permit. [Ref: NC General Statutes 143-215.6A].

(d) Any person may be assessed an administrative penalty by the Administrator for violating section 301, 302, 306, 307, 308, 318 or 405 of this Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Administrative penalties for Class I violations are not to exceed \$11,000 per violation, with the maximum amount of any Class I penalty assessed not to exceed \$27,500. Penalties for Class II violations are not to exceed \$11,000 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed \$137,500.

2. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this general permit which has a reasonable likelihood of adversely affecting human health or the environment.

3. Civil and Criminal Liability

Except as provided in Section C. of this permit regarding bypassing of stormwater control facilities, nothing in this general permit shall be construed to relieve the permittee from any responsibilities, liabilities, or penalties for noncompliance pursuant to NCGS 143-215.3, 143-215.6A, 143-215.6B, 143-215.6C or Section 309 of the Federal Act, 33 USC 1319. Furthermore, the permittee is responsible for consequential damages, such as fish kills, even though the responsibility for effective compliance may be temporarily suspended.

4. Oil and Hazardous Substance Liability

Nothing in this general permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under NCGS 143-215.75 et seq. or Section 311 of the Federal Act, 33 USC 1321. Furthermore, the permittee is responsible for consequential damages, such as fish kills, even though the responsibility for effective compliance may be temporarily suspended.

5. Property Rights

The issuance of this general permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

6. Severability

The provisions of this general permit are severable, and if any provision of this general permit, or the application of any provision of this general permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this general permit, shall not be affected thereby.

7. Duty to Provide Information

The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating the certificate of coverage issued pursuant to this general permit or to determine compliance with this general permit. The permittee shall also furnish to the Director upon request, copies of records required to be kept by this general permit.

8. When an Individual Permit may be Required

The Director may require any owner/operator authorized to discharge under a certificate of coverage issued pursuant to this general permit to apply for and obtain an individual permit or an alternative general permit. Any interested person may petition the Director to require an individual permit pursuant to 15A NCAC 2H .0127. Cases where an individual permit may be required include, but are not limited to, the following:

- a. The discharger is a significant contributor of pollutants;
- b. Conditions at the permitted site change, altering the constituents and/or characteristics of the discharge such that the discharge no longer qualifies for a General Permit;
- c. The discharge violates the terms or conditions of this general permit;
- d. A change has occurred in the availability of demonstrated technology or practices for the control or abatement of pollutants applicable to the point source;
- e. Effluent limitations are promulgated for the point sources covered by this general permit;
- f. A water quality management plan containing requirements applicable to such point sources is approved after the issuance of this general permit.
- g. The Director determines at his own discretion that an individual permit is required.

9. When an Individual Permit may be Requested

Any permittee operating under this general permit may request to be excluded from the coverage of this general permit by applying for an individual permit. When an individual permit is issued to an owner/operator the applicability of this general permit is automatically terminated on the effective date of the individual permit.

10. Signatory Requirements

- a. All applications, reports, or information submitted to the Director shall be signed and certified as follows:
 - (1) For a corporation: by a responsible corporate officer. For the purpose of this Section, a responsible corporate officer means: (a) a president, secretary, treasurer or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or (b) the manager of one or more manufacturing production or operating facilities provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - (2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
 - (3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.
- b. All reports required by the general permit and other information requested by the Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - (1) The authorization is made in writing by a person described above;
 - (2) The authorization specified either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or well field, superintendent, a position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.); and
 - (3) The written authorization is submitted to the Director.

- c. Any person signing a document under paragraphs a. or b. of this section shall make the following certification:

"I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

11. General Permit Modification, Revocation and Reissuance, or Termination

The issuance of this general permit does not prohibit the Director from reopening and modifying the general permit, revoking and reissuing the general permit, or terminating the general permit as allowed by the laws, rules, and regulations contained in Title 40, Code of Federal Regulations, Parts 122 and 123; Title 15A of the North Carolina Administrative Code, Subchapter 2H .0100; and North Carolina General Statute 143-215.1 et. seq.

SECTION C: OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this general permit.

2. Need to Halt or Reduce not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the condition of this general permit.

3. Bypassing of Stormwater Control Facilities

a. Definitions

(1) "Bypass" means the intentional diversion of stormwater from any portion of a stormwater control facility including the collection system, which is not a designed or established or operating mode for the facility.

(2) "Severe property damage" means substantial physical damage to property, damage to the control facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b. Bypass Not Exceeding Limitations.

The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Paragraphs c. and d. of this section.

c. Notice

(1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass; including an evaluation of the anticipated quality and effect of the bypass.

(2) Unanticipated bypass. The permittee shall submit notice within 24 hours of an unanticipated bypass as required in Part II, E. 3.(b)(1) of this general permit. (24-hour notice).

d. Prohibition of Bypass

Bypass is prohibited and the Director may take enforcement action against a permittee for bypass, unless:

- (1) Bypass was unavoidable to prevent loss of life, personal injury or severe property damage;
- (2) There were no feasible alternatives to the bypass, such as the use of auxiliary control facilities, retention of stormwater or maintenance during normal periods of equipment downtime or dry weather. This condition is not satisfied if adequate backup controls should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (3) The permittee submitted notices as required under Paragraph c. of this section.

The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above in Paragraph d. of this section.

4. Upsets

a. Definition

"Upset " means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment or control facilities, inadequate treatment or control facilities, lack of preventive maintenance, or careless or improper operation.

b. Effect of an Upset.

An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of paragraph c. of this condition are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

c. Conditions Necessary for a Demonstration of Upset

A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
- 2) The permitted facility was at the time being properly operated; and

- (3) The permittee submitted notice of the upset as required in Part II, E. 3. (b) (2) of this general permit.
- (4) The permittee complied with any remedial measures required under Part II, A. 2. of this general permit.

d. Burden of Proof

In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

SECTION D: MONITORING AND RECORDS

1. Representative Sampling

Samples collected and measurements taken, as required herein, shall be characteristic of the volume and nature of the permitted discharge. Samples shall be taken on a day and time that is characteristic of the discharge. All samples shall be taken before the discharge joins or is diluted by any other waste stream, body of water, or substance.

2. Penalties for Tampering

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this general permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.

3. Records Retention

The permittee shall retain records of all monitoring information and copies of all reports required by this general permit, for a period of at least 5 years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.

4. Recording Results

For each measurement, sample, inspection or maintenance activity performed or taken pursuant to the requirements of this general permit, the permittee shall record the following information:

- a. The date, exact place, and time of sampling, measurements, inspection or maintenance activity;
- b. The individual(s) who performed the sampling, measurements, inspection or maintenance activity;
- c. The date(s) analyses were performed;
- d. The individual(s) who performed the analyses;
- e. The analytical techniques or methods used; and
- f. The results of such analyses.

5. Inspection and Entry

The permittee shall allow the Director, or an authorized representative (including an authorized contractor acting as a representative of the Director), or in the case of a facility which discharges through a municipal separate storm sewer system, an authorized representative of a municipal operator or the separate storm sewer system receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to;

- a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this general permit;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this general permit;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this general permit; and
- d. Sample or monitor at reasonable times, for the purposes of assuring general permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

SECTION E: REPORTING REQUIREMENTS

1. Planned Changes

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR Part 122.29 (b); or
- b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the general permit, nor to notification requirements under 40 CFR Part 122.42 (a) (1).

2. Anticipated Noncompliance

The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with the general permit requirements.

3. Twenty-four Hour Reporting

- a. The permittee shall report to the central office or the appropriate regional office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee became aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances.

The written submission shall contain a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

- b. The following shall be included as information which must be reported within 24 hours under this paragraph:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the general permit.
 - (2) Any upset which exceeds any effluent limitation in the general permit.
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Director in the general permit to be reported within 24 hours.

- c. The Director may waive the written report on a case-by-case basis for reports under paragraph b. above of this condition if the oral report has been received within 24 hours.

4. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in any report to the Director, it shall promptly submit such facts or information.

5. Availability of Reports

Except for data determined to be confidential under NCGS 143-215.3(a)(2) or Section 308 of the Federal Act, 33 USC 1318, all reports prepared in accordance with the terms shall be available for public inspection at the offices of the Division of Water Quality. As required by the Act, discharge data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in NCGS 143-215.6B or in Section 309 of the Federal Act.

6. Penalties for Falsification of Reports

The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this general permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both.

SECTION F: LIMITATIONS REOPENER

This general permit shall be modified or alternatively, revoked and reissued, to comply with any applicable effluent guideline or water quality standard issued or approved under Sections 302(b) (2) (c), and (d), 304(b) (2) and 307(a) of the Clean Water Act, if the effluent guideline or water quality standard so issued or approved:

- a. contains different conditions or is otherwise more stringent than any effluent limitation in the general permit; or
- b. controls any pollutant not limited in the general permit.

The general permit as modified or reissued under this paragraph shall also contain any other requirements in the Act then applicable.